



# EXHIBIT 6

SHIP MANAGEMENT AGREEMENT		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) STANDARD SHIP MANAGEMENT AGREEMENT CODE NAME: "SHIPMAN 98" PART I	
1. Date of Agreement 10 February 2015	Name of Vessel ADVANTAGE ARROW		
2. Owners (name, place of registered office and law of registry) (Cl. 1)	3. Managers (name, place of registered office and law of registry) (Cl. 1)		
Name Advantage Arrow Shipping LLC	Name Genel Denizcilik Nakliyatı A.Ş.		
Place of registered office Trust Company Complex, Ajeltake Road, Ajeltake Islands, Majuro, Marshall Islands MH96960	Place of registered office Büyükdere Caddesi Yapı Kredi Plaza A Blok Kat:12 34330 Levent / İstanbul		
Law of registry MARSHALL ISLAND	Law of registry Türkiye		
4. Day and year of commencement of Agreement (Cl. 2) February 2015			
5. Crew Management (state "yes" or "no" as agreed) (Cl. 3.1) YES	6. Technical Management (state "yes" or "no" as agreed) (Cl.3.2) YES		
7. Commercial Management (state "yes" or "no" as agreed) (Cl. 3.3) YES	8. Insurance Arrangements (state "yes" or "no" as agreed) Cl. 3.4 YES		
9. Accounting Services (state "yes" or "no" as agreed) (Cl. 3.5) YES	10. Sale or purchase of the Vessel (state "yes" or "no" as agreed) (Cl.3.6) YES		
11. Provisions (state "yes" or "no" as agreed) (Cl. 3.7) YES	12. Bunkering (state "yes" or "no" as agreed) (Cl. 3.8) YES		
13. Chartering Services Period (only to be filled in if "yes" stated in Box 7) (Cl. 3.3 (i)) 5 YEARS	14. Owners' Insurance (state alternative (i), (ii) or (iii) of Cl. 6.3) YES		
15. Annual Management Fee (state annual amount) (Cl. 8.1) USD 365,000 (per annum)	16. Severance Costs (state maximum amount) (Cl. 8.4(ii)) As per Crewing agreement		
17. Day and year of termination of Agreement (Cl. 17) 5 YEARS FROM DATE OF AGREEMENT	18. Law and Arbitration (state alternative 19.1, 19.2 or 19.3; if 19.3 place of arbitration must be stated) (Cl. 19) English Law		
19. Notices (state postal and cable address, telex and telefax number for serving notice and communication <u>to the Owners</u> ) (Cl. 20)  <a href="mailto:operations@advantagetankers.com">operations@advantagetankers.com</a>	20. Notices (state postal and cable address, telex and telefax number for serving notice and communication <u>to the Managers</u> ) (Cl. 20) Genel Denizcilik Nakliyatı A.Ş. Büyükdere Caddesi Yapı Kredi Plaza A Blok Kat:12 34330 Levent / İstanbul Fax: +90 212 283 16 04-05 Tel: +90 212 319 51 00		

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Agreement consisting of PART I and PART II as well as Annexes "A" (Details of Vessel), "B" (Details of Crew) "C" ("Initial Budget") and "D" (Associated Vessels) attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A", "B", "C" and "D" shall prevail over those of PART II to the extent of such conflict but no further.

Signature(s) (Owners)  Signed by:   For & On behalf of the Owner TUGRUL TOKGOZ	Signature(s) (Managers)  Signed by:   For & On behalf of the Manager ORHAN KARADEMİR / COO
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## "Shipman 98" Standard Ship Management Agreement

## 1 1. Definitions

2 In this Agreement save where the context  
3 otherwise requires, the following words and  
4 expressions shall have the meanings hereby  
5 assigned to them.

6 "Owners" means the party identified in Box 2.

7 "Managers" means the party identified in Box 3.

8 "Vessel" means the vessel or vessels details of  
9 which are set out in Annex "A" attached hereto.

10 "Crew" means the Master, officers and ratings of  
11 the numbers, rank and nationality specified in  
12 Annex "B" hereto.

13 "Crew Support Costs" means all expenses of a  
14 general nature which are not particularly  
15 referable to any individual vessel for the time  
16 being managed by the Managers and which are  
17 incurred by the Managers for the purpose of  
18 providing an efficient and economic management  
19 service and, without prejudice to the generality of  
20 the foregoing, shall include the cost of crew  
21 standby pay, training schemes for officers and  
22 ratings, cadet training schemes, sick pay, study  
23 pay, recruitment and interviews.

24 "Severance Costs" means the costs which the  
25 employers are legally obliged to pay to or in  
26 respect of the Crew as a result of the early  
27 termination of any employment contract for  
28 service on the Vessel.

29 "Crew Insurances" means insurances against crew  
30 risks which shall include but not limited to death,  
31 sickness, repatriation, injury, shipwreck  
32 unemployment indemnity and loss of personal  
33 effects.

34 "Management Services" means the services  
35 specified in sub-clauses 3.1 to 3.8 as indicated  
36 affirmatively in Boxes 5 to 12.

37 "ISM Code" means the International Management  
38 Code for the Safe Operation of Ships and for  
39 Pollution Prevention as adopted by the  
40 International Maritime Organization (IMO) by  
41 resolution A.741 (18) or any subsequent  
42 amendment thereto.

43 "STCW 95" means the International Convention  
44 on Standards of Training, Certification and  
45 Watchkeeping for Seafarers, 1978, as amended in  
46 1995 or any subsequent amendment thereto.

## 47 2. Appointment of Managers

48 With effect from the day and year stated in Box 4  
49 and continuing unless and until terminated as  
50 provided herein, the Owners hereby appoint the  
51 Managers, and the Managers hereby agree to act  
52 as the Managers of the Vessel.

## 53 3. Basis of Agreement

54 Subject to the terms and conditions herein  
55 provided, during the period of this Agreement,  
56 the Managers shall carry out Management  
57 Services in respect of the Vessel as agents for and  
58 on behalf of the Owners. The Managers shall have  
59 authority to take such actions as they may from  
60 time to time in their absolute discretion consider  
61 to be necessary to enable them to perform this  
62 Agreement in accordance with sound ship  
63 management practice.

## 64 3.1 Crew Management

65 (only applicable if agreed according to Box 5)

66 The Managers shall provide suitably qualified  
67 Crew for the Vessel as required by the Owners in  
68 accordance with the STCW 95 requirements,  
69 provision of which includes but is not limited to  
70 the following functions:

- 71 (i) selecting and engaging the Vessel's Crew,  
72 including payroll arrangements, pension  
73 administration, and insurances for the Crew  
74 other than those mentioned in Clause 6;
- 75 (ii) ensuring that the applicable requirements  
76 of the law of the flag of the Vessel are  
77 satisfied in respect of manning levels, rank,  
78 qualification and certification of the Crew  
79 and employment regulations including  
80 Crew's tax, social insurance, discipline and  
81 other requirements;
- 82 (iii) ensuring that all members of the Crew have  
83 passed a medical examination with a  
84 qualified doctor certifying that they are fit  
85 for the duties for which they are engaged  
86 and are in possession of valid medical  
87 certificates issued in accordance with  
88 appropriate flag State requirements. In the  
89 absence of applicable flag State  
90 requirements the medical certificate shall  
91 be dated not more than three months prior  
92 to the respective Crew members leaving  
93 their country of domicile and maintained  
94 for the duration of their service on board  
95 the Vessel;
- 96 (iv) ensuring that the Crew shall have a  
97 command of the English language of a  
98 sufficient standard to enable them to  
99 perform their duties safely;
- 100 (v) arranging transportation of the Crew,  
101 including repatriation;
- 102 (vi) training the Crew and supervising their  
103 efficiency;
- 104 (vii) conducting union negotiations;
- 105 (viii) operating the Managers' drug and alcohol  
106 policy unless otherwise agreed.

## 107 3.2 Technical Management

108 (only applicable if agreed according to Box 6)

109 The Managers shall provide technical  
110 management, which includes, but is not limited  
111 to, the following functions:

- 113 (i) provision of competent personnel to  
114 supervise the maintenance and general  
115 efficiency of the Vessel;
- 116 (ii) arrangement and supervision of dry  
117 dockings, repairs, alterations and the  
118 upkeep of the Vessel to the standards  
119 required by the Owners provided that the  
120 Managers shall be entitled to incur the  
121 necessary expenditure to ensure that the  
122 Vessel will comply with the law of the flag  
123 of the Vessel and of the places where she  
124 trades, and all requirements and  
125 recommendations of the classification  
126 society;



127 (iii) arrangement of the supply of necessary  
 128 stores, spares and lubricating oil;  
 129 (iv) appointment of surveyors and  
 130 technical consultants as the  
 131 Managers may consider from time to  
 132 time to be necessary;  
 133 (v) development, implementation and  
 134 maintenance of a Safety  
 135 Management System (SMS) in  
 136 accordance with the ISM Code (see  
 137 sub-clauses 4.2 and 5.3).  
 138 (vi) development, implementation and  
 139 compliance with International Port Facility  
 140 Security Code (ISPS)  
 141 **3.3 Commercial Management**  
 142 (only applicable if agreed according to Box 7)  
 143 The Managers shall provide the commercial  
 144 operation of the Vessel, as required by the  
 145 Owners, which includes, but is not limited to, the  
 146 following functions:  
 147 (i) providing chartering services in  
 148 accordance with the Owners'  
 149 instructions which include, but are not  
 150 limited to, seeking and negotiating  
 151 employment for the Vessel and the  
 152 conclusion (including the execution  
 153 thereof) of charter parties or other  
 154 contracts relating to the employment  
 155 of the Vessel. If such a contract  
 156 exceeds the period stated in Box 13,  
 157 consent thereto in writing shall first be  
 158 obtained from the Owners.  
 159 (ii) arranging of the proper payment to  
 160 Owners or their nominees of all hire  
 161 and/or freight revenues or other  
 162 moneys of whatsoever nature to which  
 163 Owners may be entitled arising out of  
 164 the employment of or otherwise in  
 165 connection with the Vessel.  
 166 (iii) providing voyage estimates and  
 167 accounts and calculating of hire,  
 168 freights, demurrage and/or despatch  
 169 moneys due from or due to the  
 170 charterers of the Vessel;  
 171 (iv) issuing of voyage instructions;  
 172 (v) appointing agents;  
 173 (vi) appointing stevedores;  
 174 (vii) arranging surveys associated with  
 175 the commercial operation of the  
 176 Vessel.  
 177 **3.4 Insurance Arrangements**  
 178 (only applicable if agreed according to Box 8)  
 179 The Managers shall arrange insurances in  
 180 accordance with Clause 6, on such terms and  
 181 conditions as the Owners shall have instructed or  
 182 agreed, in particular regarding conditions, insured  
 183 values, deductibles and franchises.  
 184 **3.5 Accounting Services**  
 185 (only applicable if agreed according to Box 9)  
 186 The Managers shall  
 187 (i) establish an accounting system which  
 188 meets the requirements of the  
 189 Owners and provide regular

191 accounting services, supply regular  
 192 reports and records,  
 193 (ii) maintain the records of all costs and  
 194 expenditure incurred as well as data  
 195 necessary or proper for the  
 196 settlement of accounts between the  
 197 parties.  
 198  
 199 **3.6 Sale or Purchase of the Vessel**  
 200 (only applicable if agreed according to Box 10)  
 201 The Managers shall, in accordance with the  
 202 Owners' instructions, supervise the sale or  
 203 purchase of the Vessel, including the performance  
 204 of any sale or purchase agreement, but not  
 205 negotiation of the same.  
 206 **3.7 Provisions** (only applicable if agreed according  
 207 to Box 11)  
 208 The Managers shall arrange for the supply of  
 209 provisions.  
 210 **3.8 Bunkering** (only applicable if agreed according  
 211 to Box 12) The Managers shall arrange for the  
 212 provision of bunker fuel of the quality specified by  
 213 the Owners as required for the Vessel's trade.  
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 215 **4. Managers' Obligations**  
 216 **4.1** The Managers undertake to use their best  
 217 endeavors to provide the agreed Management  
 218 Services as agents for and on behalf of the  
 219 Owners in accordance with sound ship  
 220 management practice and to protect and promote  
 221 the interests of the Owners in all matters relating  
 222 to the provision of services hereunder.  
 223 Provided, however, that the Managers in the  
 224 performance of their management responsibilities  
 225 under this Agreement shall be entitled to have  
 226 regard to their overall responsibility in relation to  
 227 all vessels as may from time to time be entrusted  
 228 to their management and in particular, but  
 229 without prejudice to the generality of the  
 230 foregoing, the Managers shall be entitled to  
 231 allocate available supplies, manpower and  
 232 services in such manner as in the prevailing  
 233 circumstances the Managers in their absolute  
 234 discretion consider to be fair and reasonable.  
 235 **4.2** Where the Managers are providing Technical  
 236 Management in accordance with sub-clause 3.2,  
 237 they shall procure that the requirements of the  
 238 law of the flag of the Vessel are satisfied and they  
 239 shall in particular be deemed to be the  
 240 "Company" as defined by the ISM Code, assuming  
 241 the responsibility for the operation of the Vessel  
 242 and taking over the duties and responsibilities  
 243 imposed by the ISM Code when applicable.  
 244 **5. Owners' Obligations**  
 245 **5.1** The Owners shall pay all sums due to the  
 246 Managers punctually in accordance with the  
 247 terms of this Agreement.  
 248 **5.2** Where the Managers are providing Technical  
 249 Management in accordance with sub-clause 3.2,  
 250 the Owners shall:  
 251 (i) procure that all officers and ratings  
 252 supplied by them or on their behalf comply  
 253 with the requirements of STCW 95;  
 254 (ii) instruct such officers and ratings to obey  
 255 all reasonable orders of the Managers in

256 connection with the operation of the  
 257 Managers' safety management system.  
 258 5.3 Where the Managers are not providing  
 259 Technical Management in accordance with sub-  
 260 clause 3.2, the Owners shall procure that the  
 261 requirements of the law of the flag of the Vessel  
 262 are satisfied and that they, or such other entity as  
 263 may be appointed by them and identified to the  
 264 Managers, shall be deemed to be the "Company"  
 265 as defined by the ISM Code assuming the  
 266 responsibility for the operation of the Vessel and  
 267 taking over the duties and responsibilities  
 268 imposed by the ISM Code when applicable.  
 269 6. Insurance Policies  
 270 The Owners shall procure, whether by instructing  
 271 the Managers under sub-clause 3.4 or otherwise,  
 272 that throughout the period of this Agreement:  
 273 6.1 at the Owners' expense, the Vessel is insured  
 274 for not less than her sound market value or  
 275 entered for her full gross tonnage, as the  
 276 case may be for:  
 277 (i) usual hull and machinery marine  
 278 risks (including crew negligence)  
 279 and excess liabilities;  
 280 (ii) protection and indemnity risks  
 281 (including pollution risks, and Crew  
 282 Insurances); and  
 283 (iii) war risks (including protection and  
 284 indemnity and crew risks) in  
 285 accordance with the best practice  
 286 of prudent owners of vessels of a  
 287 similar type to the Vessel, with first  
 288 class insurance companies  
 289 underwriters or associations ("the  
 290 Owners' Insurances");  
 291 6.2 all premiums and calls on the Owners'  
 292 Insurances are paid promptly by their due  
 293 date,  
 294 6.3 the Owners' Insurances name the Managers  
 295 and, subject to underwriters' agreement, any  
 296 third party designated by the Managers as a  
 297 joint assured, with full cover, with the  
 298 Owners obtaining cover in respect of each of  
 299 the insurances specified in sub-clause 6.1:  
 300 ~~(i) on terms whereby the Managers~~  
 301 ~~and any such third party are liable~~  
 302 ~~in respect of premiums or calls~~  
 303 ~~arising in connection with the~~  
 304 ~~Owners' Insurances; or~~  
 305 (ii) If reasonably obtainable, on terms  
 306 such that neither the Managers nor  
 307 any such third party shall be under  
 308 any liability in respect of premiums  
 309 or calls arising in connection with  
 310 the Owners' Insurances or  
 311 ~~(iii) on such other terms as may be~~  
 312 ~~agreed in writing.~~  
 313 Indicate alternative (i), (ii) or (iii) in Box 14. If  
 314 Box 14 is left blank then (i) applies  
 315 6.4 written evidence is provided, to the  
 316 reasonable satisfaction of the Managers, of  
 317 their compliance with their obligations under  
 318 Clause 6 within a reasonable time of the  
 319 commencement of the Agreement, and of  
 320 each renewal date and, if specifically

321 requested, of each payment date of the  
 322 Owners' Insurances.  
 323 7. Income Collected and Expenses Paid on  
 324 Behalf of Owners  
 325 7.1 All moneys collected by the Managers under  
 326 the terms of this Agreement (other than  
 327 moneys payable by the Owners to the  
 328 Managers) and any interest thereon shall be  
 329 held to the credit of the Owners in a  
 330 separate bank account.  
 331 7.2 All expenses incurred by the Managers under  
 332 the terms of this Agreement on behalf of the  
 333 Owners (including expenses as provided in  
 334 Clause 8) may be debited against the Owners  
 335 in the account referred to under sub-clause  
 336 7.1 but shall in any event remain payable by  
 337 the Owners to the Managers on demand.  
 338 8. Management Fee  
 339 8.1 The Owners shall pay to the Managers for  
 340 their services as Managers under this Agreement  
 341 an annual management fee as stated in Box 15,  
 342 which shall be payable by equal monthly  
 343 instalments in advance, the first instalment being  
 344 payable on the commencement of this Agreement  
 345 (see Clause 2 and Box 4) and subsequent  
 346 instalments being payable every month.  
 347 8.2 The management fee is fixed (see Box 15) for  
 348 the first two years and increasing by 5% per year  
 349 thereafter.  
 350 8.3 The Managers shall, at no extra cost to the  
 351 Owners, provide their own office accommodation,  
 352 office staff, facilities and stationery. Without  
 353 limiting the generality of Clause 7 the Owners shall  
 354 reimburse the Managers for postage and  
 355 communication expenses, travelling expenses, and  
 356 other out of pocket expenses properly incurred by  
 357 the Managers in pursuance of the Management  
 358 Services.  
 359 8.4 In the event of the appointment of the  
 360 Managers being terminated by the Owners or the  
 361 Managers in accordance with the provisions of  
 362 Clauses 17 and 18 other than by reason of default  
 363 by the Managers, or if the Vessel is lost, sold or  
 364 otherwise disposed of, the "management fee"  
 365 payable to the Managers according to the  
 366 provisions of sub-clause 8.1, shall continue to be  
 367 payable for a further period of three calendar  
 368 months as from the termination date. In addition,  
 369 provided that the Managers provide Crew for the  
 370 Vessel in accordance with sub-clause 3.1:  
 371 (i) the Owners shall continue to pay Crew Support  
 372 Costs during the said further period of *three*  
 373 *calendar months and*  
 374 (ii) The Owners shall pay an equitable proportion  
 375 of any Severance Costs which may materialize,  
 376 not exceeding the amount stated in Box 16.  
 377 8.5 If the Owners decide to lay-up the Vessel  
 378 whilst this Agreement remains in force and such  
 379 lay-up lasts for more than three months, an  
 380 appropriate reduction of the management fee for  
 381 the period exceeding three months until one  
 382 month before the Vessel is again put into service  
 383 shall be mutually agreed between the parties.  
 384 8.6 Unless otherwise agreed in writing all  
 385 discounts and commissions obtained by the



386 Managers in the course of the management of the  
387 Vessel shall be credited to the Owners.

388 **9. Budgets and Management of Funds**  
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390 9.1 The Managers shall present to the Owners  
391 annually a budget for the following twelve  
392 months in such form as the Owners require. The  
393 budget for the first year hereof is set out in  
394 Annex "C" hereto. Subsequent annual budgets  
395 shall be prepared by the Managers and  
396 submitted to the Owners not less than three  
397 months before the anniversary date of the  
398 commencement of this Agreement (see Clause 2  
399 and Box 4).

400 9.2 The Owners shall indicate to the Managers  
401 their acceptance and approval of the annual  
402 budget within one month of presentation and in  
403 the absence of any such indication the Managers  
404 shall be entitled to assume that the Owners have  
405 accepted the proposed budget.

406 9.3 Following the agreement of the budget, the  
407 Managers shall prepare and present to the  
408 Owners their estimate of the working capital  
409 requirement of the Vessel and the Managers  
410 shall each month update this estimate, based  
411 thereon, the Managers shall each month request  
412 the Owners in writing for the funds required to  
413 run the Vessel for the ensuing month including  
414 the payment of any occasional or extraordinary  
415 item of expenditure, such as emergency repair  
416 costs, additional insurance premiums, bunkers,  
417 or provisions. Such funds shall be received by the  
418 Managers within ten running days after the  
419 receipt by the Owners of the Managers' written  
420 request and shall be held to the credit of the  
421 Owners in a separate bank account.

422 9.4 The Managers shall produce a comparison  
423 between budgeted and actual income and  
424 expenditure of the Vessel in such form as  
425 required by the Owners monthly or at such other  
426 intervals as mutually agreed.

427 9.5 Notwithstanding anything contained herein  
428 to the contrary, the Managers shall in no  
429 circumstances be required to use or commit  
430 their own funds to finance the provision of the  
431 Management Services.

432 **10. Managers' Right to Sub-Contract**

433 The Managers shall not have the right to sub-  
434 contract any of their obligations hereunder,  
435 including those mentioned in sub-clause 3.1  
436 without the prior written consent of the Owners  
437 which shall not be unreasonably withheld. In the  
438 event of such a sub-contract, the Managers shall  
439 remain fully liable for the due performance of  
440 their obligations under this Agreement.

441 **11. Responsibilities**

442 11.1 Force Majeure - Neither the Owners nor  
443 the Managers shall be under any liability for any  
444 failure to perform any of their obligations  
445 hereunder by reason of any cause whatsoever of  
446 any nature or kind beyond their reasonable  
447 control.

448 **11.2 Liability to Owners -**

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Without prejudice to sub-clause 11.1, the  
Managers shall be under no liability  
whatsoever to the Owners for any loss,  
damage, delay or expense of whatsoever  
nature, whether direct or indirect,  
(including but not limited to loss of profit  
arising out of or in connection with  
detention of or delay to the Vessel) and  
howsoever arising in the course of  
performance of the Management  
Services UNLESS same is proved to have  
resulted solely from the negligence, gross  
negligence or wilful default of the  
Managers or their employees, or agents  
or sub-contractors employed by them in  
connection with the Vessel, in which case  
(save where loss, damage, delay or  
expense has resulted from the Managers'  
personal act or omission committed with  
the intent to cause same or recklessly  
and with knowledge that such loss,  
damage, delay or expense would  
probably result) the Managers' liability  
for each incident or series of incidents  
giving rise to a claim or claims shall never  
exceed a total of ten times the annual  
management fee payable hereunder.

(ii) Notwithstanding anything that  
may appear to the contrary in this  
Agreement, the Managers shall not be  
liable for any of the actions of the Crew,  
even if such actions are negligent, grossly  
negligent or wilful, except only to the  
extent that they are shown to have  
resulted from a failure by the Managers  
to discharge their obligations under sub-  
clause 3.1, in which case their liability  
shall be limited in accordance with the  
terms of this Clause 11.

**11.3 Indemnity** - Except to the extent and solely  
for the amount therein set out that the Managers  
would be liable under sub-clause 11.2, the  
Owners hereby undertake to keep the Managers  
and their employees, agents and sub-contractors  
indemnified and to hold them harmless against all  
actions, proceedings, claims, demands or  
liabilities whatsoever or howsoever arising which  
may be brought against them or incurred or  
suffered by them arising out of or in connection  
with the performance of the Agreement, and  
against and in respect of all costs, losses, damages  
and expenses (including legal costs and expenses  
on a full indemnity basis) which the Managers  
may suffer or incur (either directly or indirectly) in  
the course of the performance of this Agreement.  
**11.4 "Himalaya"** - It is hereby expressly agreed  
that no employee or agent of the Managers  
(including every sub-contractor from time to  
time employed by the Managers) shall in any  
circumstances whatsoever be under any liability  
whatsoever to the Owners for any loss, damage or  
delay of whatsoever kind arising or resulting  
directly or indirectly from any act, neglect or  
default on his part while acting in the course of  
or in connection with his employment and,

515 without prejudice to the generality of the  
 516 foregoing provisions in this Clause 11, every  
 517 exemption, limitation, condition and liberty  
 518 herein contained and every right, exemption from  
 519 liability, defence and immunity of whatsoever  
 520 nature applicable to the Managers or to which the  
 521 Managers are entitled hereunder shall also be  
 522 available and shall extend to protect every such  
 523 employee or agent of the Managers acting as  
 524 aforesaid and for the purpose of all the foregoing  
 525 provisions of this Clause 11 the Managers are or  
 526 shall be deemed to be acting as agent or trustee  
 527 on behalf of and for the benefit of all persons who  
 528 are or might be their servants or agents from time  
 529 to time (including sub-contractors as aforesaid)  
 530 and all such persons shall to this extent be or be  
 531 deemed to be parties to this Agreement.  
 532 **12. Documentation**  
 533 Where the Managers are providing Technical  
 534 Management in accordance with sub-clause 3.2  
 535 and/or Crew Management in accordance with  
 536 sub-clause 3.1, they shall make available, upon  
 537 Owners' request, all documentation and records  
 538 related to the Safety Management System (SMS)  
 539 and/or the Crew which the Owners need in order  
 540 to demonstrate compliance with the ISM Code  
 541 and STCW 95 or to defend a claim against a third  
 542 party.  
 543 **13. General Administration**  
 544 **13.1** The Managers shall notify Owners of all  
 545 claims arising out of the Management Services  
 546 hereunder and keep the Owners informed  
 547 regarding any incident of which the Managers  
 548 become aware which gives or may give rise to  
 549 claims or disputes involving third parties.  
 550 **13.2** The owners shall bring or defend actions,  
 551 suits or proceedings in connection with matters  
 552 entrusted to the Managers according to this  
 553 Agreement.  
 554 **13.3** The Owners shall obtain legal or technical  
 555 or other outside expert advice in relation to the  
 556 handling and settlement of claims and disputes or  
 557 all other matters affecting the interests respect of  
 558 the Vessel.  
 559 **13.4** The Owners shall arrange for the provision  
 560 of any necessary guarantee bond or other  
 561 security.  
 562 **13.5** Any costs reasonably incurred by the  
 563 Managers in carrying out their obligations  
 564 according to Clause 13 shall be reimbursed by the  
 565 Owners.  
 566 **14. Auditing**  
 567 The Managers shall at all times maintain and keep  
 568 true and correct accounts and shall make the  
 569 same available for inspection and auditing by the  
 570 Owners at such times as may be mutually agreed.  
 571 On the termination, for whatever reasons, of this  
 572 Agreement, the Managers shall release to the  
 573 Owners, if so requested, the originals where  
 574 possible, or otherwise certified copies, of all such  
 575 accounts and all documents specifically relating to  
 576 the Vessel and her operation.  
 577 **15. Inspection of Vessel**  
 578 The Owners shall have the right at any time after  
 579 giving reasonable notice to the Managers to

580 inspect the Vessel for any reason they consider  
 581 necessary.  
 582 **16. Compliance with Laws and Regulations**  
 583 The Managers will not do or permit to be done  
 584 anything which might cause any breach or  
 585 infringement of the laws and regulations of the  
 586 Vessel's flag, or of the places where she trades.  
 587 **17. Duration of the Agreement**  
 588 This Agreement shall come into effect on the day  
 589 and year stated in Box 4 and shall continue until  
 590 the date stated in Box 17. Thereafter it shall  
 591 continue until terminated by either party giving to  
 592 the other notice in writing, in which event the  
 593 Agreement shall terminate upon the expiration of  
 594 a period of two months from the date upon which  
 595 such notice was given.  
 596 **18. Termination**  
 597 **18.1 Owners' Default**  
 598 (i) The Managers shall be entitled to  
 599 terminate the Agreement with  
 600 immediate effect by notice in writing if  
 601 any moneys payable by the Owners  
 602 under this Agreement and/or the owners  
 603 of any associated vessel, details of which  
 604 are listed in Annex "D", shall not have  
 605 been received in the Managers'  
 606 nominated account within ten running  
 607 days of receipt by the Owners of the  
 608 Manager's written request or if the  
 609 Vessel is repossessed by the Mortgagees.  
 610 (ii) If the Owners:  
 611 (a) fail to meet their obligations under  
 612 clause 5.2 and 5.3 of this Agreement  
 613 for any reason within their control, or  
 614 (b) proceed with the employment of or  
 615 continue to employ the Vessel in the  
 616 carriage of contraband, blockade  
 617 running, or an unlawful trade, or on a  
 618 voyage which in the reasonable  
 619 opinion of the Managers is unduly  
 620 hazardous or improper,  
 621 The Managers may give notice of the default to  
 622 the Owners, requiring them to remedy it as soon  
 623 as practically possible. In the event that the  
 624 Owners fail to remedy it within a reasonable time  
 625 to the satisfaction of the Managers, the Managers  
 626 shall be entitled to terminate the Agreement with  
 627 immediate effect by notice in writing.  
 628 **18.2 Managers' Default**  
 629 If the Managers fail to meet their obligations  
 630 under Clauses 3 and 4 of this Agreement for any  
 631 reason within the control of the Managers, the  
 632 Owners may give notice to the Managers of the  
 633 default, requiring them to remedy it as soon as  
 634 practically possible. In the event that the  
 635 Managers fail to remedy it within a reasonable  
 636 time to the satisfaction of the Owners, the  
 637 Owners shall be entitled to terminate the  
 638 Agreement with immediate effect by notice in  
 639 writing.  
 640 **18.3 Extraordinary Termination**  
 641 This Agreement shall be deemed to be terminated  
 642 in the case of the sale of the Vessel or if the  
 643 Vessel becomes a total loss or is declared as a



644 constructive or compromised or arranged total  
645 loss or is requisitioned.

646 18.4 For the purpose of sub-clause 18.3 hereof

647 (i) the date upon which the Vessel is to be  
648 treated as having been sold or otherwise  
649 disposed of shall be the date on which the  
650 Owners cease to be registered as Owners  
651 of the Vessel;

652 (ii) the Vessel shall not be deemed to be lost  
653 unless either she has become an actual  
654 total loss or agreement has been reached  
655 with her underwriters in respect of her  
656 constructive, compromised or arranged  
657 total loss or if such agreement with her  
658 underwriters is not reached it is adjudged  
659 by a competent tribunal that a  
660 constructive loss of the Vessel has  
661 occurred.

662 18.5 This Agreement shall terminate forthwith in  
663 the event of an order being made or resolution  
664 passed for the winding up, dissolution, liquidation  
665 or bankruptcy of either party (otherwise than for  
666 the purpose of reconstruction or amalgamation)  
667 or if a receiver is appointed, or it if suspends  
668 payment, ceases to carry on business or makes  
669 any special arrangement or composition with its  
670 creditors.

671 18.6 The termination of this Agreement shall be  
672 without prejudice to all rights accrued due  
673 between the parties prior to the date of  
674 termination.

#### 675 19. Law and Arbitration

676 19.1 This Agreement shall be governed by and  
677 construed in accordance with English law and any  
678 dispute arising out of or in connection with this  
679 Agreement shall be referred to arbitration in  
680 London in accordance with the Arbitration Act  
681 1996 or any statutory modification or re-  
682 enactment thereof save to the extent necessary  
683 to give effect to the provisions of this Clause. The  
684 arbitration shall be conducted in accordance with  
685 the London Maritime Arbitrators Association  
686 (LMAA) Terms current at the time when the  
687 arbitration proceedings are commenced.

688 The reference shall be to three arbitrators. A  
689 party wishing to refer a dispute to arbitration shall  
690 appoint its arbitrator and send notice of such  
691 appointment in writing to the other party  
692 requiring the other party to appoint its own  
693 arbitrator within 14 calendar days of that notice  
694 and stating that it will appoint its arbitrator as  
695 sole arbitrator unless the other party appoints its  
696 own arbitrator and gives notice that it has done so  
697 within the 14 days specified. If the other party  
698 does not appoint its own arbitrator and give  
699 notice that it has done so within the 14 days  
700 specified, the party referring a dispute to  
701 arbitration may, without the requirement of any  
702 further prior notice to the other party, appoint its  
703 arbitrator as sole arbitrator and shall advise the  
704 other party accordingly. The award of a sole  
705 arbitrator shall be binding on both parties as if he  
706 had been appointed by agreement.

707 Nothing herein shall prevent the parties agreeing  
708 in writing to vary these provisions to provide for  
709 the appointment of a sole arbitrator.

710 In cases where neither the claim nor any  
711 counterclaim exceeds the sum of USD 50,000 (or  
712 such other sum as the parties may agree) the  
713 arbitration shall be conducted in accordance with  
714 the LMAA Small Claims Procedure current at the  
715 time when the arbitration proceedings are  
716 commenced.

717 ~~19.2 This Agreement shall be governed by and~~  
718 ~~construed in accordance with Title 9 of the~~  
719 ~~United States Code and the Maritime Law of the~~  
720 ~~United States and any dispute arising out of or in~~  
721 ~~connection with this Agreement shall be referred~~  
722 ~~to three persons at New York, one to be~~  
723 ~~appointed by each of the parties hereto, and the~~  
724 ~~third by the two so chosen, their decision that of~~  
725 ~~any two of them shall be final, and for the~~  
726 ~~purposes of enforcing any award, judgment may~~  
727 ~~be entered on an award by any court of~~  
728 ~~competent jurisdiction. The proceedings shall be~~  
729 ~~conducted in accordance with the rules of the~~  
730 ~~Society of Maritime Arbitrators, Inc. In cases~~  
731 ~~where neither the claim nor any counterclaim~~  
732 ~~exceeds the sum of USD 50,000 (or such other~~  
733 ~~sum as the parties may agree) the arbitration~~  
734 ~~shall be conducted in accordance with the~~  
735 ~~Shortened Arbitration Procedure of the Society~~  
736 ~~of Maritime Arbitrators, Inc. current at the time~~  
737 ~~when the arbitration proceedings are~~  
738 ~~commenced.~~

739 19.3 This Agreement shall be governed by and  
740 construed in accordance with the laws of the  
741 place mutually agreed by the parties and any  
742 dispute arising out of or in connection with this  
743 Agreement shall be referred to arbitration at a  
744 mutually agreed place, subject to the procedures  
745 applicable there.

746 19.4 If Box 18 in Part I is not appropriately filled  
747 in, sub-clause 19.1 of this Clause shall apply.

748 Note: 19.1, 19.2 and 19.3 are alternatives;  
749 indicate alternative agreed in Box 18.

#### 750 20. Notices

751 20.1 Any notice to be given by either party to the  
752 other party shall be in writing and may be sent  
753 by fax, telex, registered or recorded mail or by  
754 personal service.

755 20.2 The address of the Parties for service of  
756 such communication shall be as stated in Boxes  
757 19 and 20, respectively.



ANNEX "A" (DETAILS OF VESSEL OR VESSELS) TO THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)  
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: "SHIPMAN 98"

---

NAME OF VESSEL :	ADVANTAGE ARROW
OWNER:	ADVANTAGE ARROW SHIPPING LLC
IMO no:	9419448
Type:	Oil Tanker / Double Hull
Built:	2009 - SAMSUNG HEAVY INDUSTRIES CO. LTD. KOJE, KOREA
Class:	Det Norske Veritas
Tonnage:	61341 GT / 35396 NT
Deadweight:	115804 mt
LOA:	240,63 mtrs
Breadth:	43,80 mtrs
Main Engine:	MAN B&W 6S60MC-C , 13560 kW @ 105 RPM
Auxilliary Boilers:	KANGRIM PB-25 25000 kg/hr 6/16 kg/cm2

ANNEX "B" (DETAILS OF CREW) TO THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)  
 STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: "SHIPMAN 98"

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Date of Agreement : As mentioned in box 1  
 Detail of Crew : 25 Crew Members in total  
 Contract Duration : abt 4 months Senior Officers  
 abt 5 -7 months Junior Officers,  
 abt 6 months Ratings

Numbers	Rank	Nationality
1	Master	Turkish
1	Chief Officer	Turkish
1	2nd Officer	Turkish
1	3rd Officer	Turkish
1	4th Officer	Turkish
1	Extra Officer	Turkish
1	Chief Engineer	Turkish
1	2nd Engineer	Turkish
1	3rd Engineer	Turkish
1	4th Engineer	Turkish
1	Elect. Eng.	Turkish
1	Pumpman	Turkish
5	Able Seaman	Turkish
2	Ordinary Seaman	Turkish
1	Fitter	Turkish
3	Oiler	Turkish
1	Chief Cook	Turkish
1	Steward	Turkish

This complement is for standard trade. In case of Special requirements (STS, Storage etc.) the complement may be adopted accordingly.



ANNEX "C" (BUDGET) TO THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)  
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: "SHIPMAN 98"

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Date of Agreement : 10 FEBRUARY 2015  
Manager's Budget for the first year with the effect from the commencement date of this agreement:  
Please refer to operating Expense budget with detailed break down of the operating expenses

Estimated budget for 2015 in USD for MT ADVANTAGE ARROW

	Budget In USD
	Perday
Crewing	4,400
Victualing	250
Luboil	500
Technical	1,000
Insurance and other miscellaneous items	1,100
G&A - inclusive of management fees	1,000
Total	8,250

Remarks:

Crewing is based on complement of 25 crew members with Turkish officers & ratings.

Luboil based on 270 seagoing days and on today's prices.

Technical expenses include all costs for stores , spares services, class for engine and deck department

General include all costs for ; communication, representations, travelling, vetting, transportation, ISM/ISPS, port expenses.

Excluding dry docking and related costs.

# EXHIBIT 7



Execution copy

USD64,000,000

TERM LOAN FACILITY

Dated

2015

- (1) The Companies listed in Schedule 1  
as Borrowers
- (2) Advantage Tankers LLC  
as Guarantor  
  
arranged by
- (3) Norddeutsche Landesbank Girozentrale  
as Arranger  
  
with
- (4) The financial institutions listed in Schedule 1  
as Lenders
- (5) Norddeutsche Landesbank Girozentrale  
as Agent
- (6) Norddeutsche Landesbank Girozentrale  
as Security Trustee
- (7) Norddeutsche Landesbank Girozentrale  
as Swap Bank

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FACILITY AGREEMENT

relating to the financing of

MV "TRUE" (tbr "ADVANTAGE AVENUE") and MV "TARGET" (tbr "ADVANTAGE ARROW")

---

Ince & Co LLP  
International House  
1 St Katharine's Way  
London, E1W 1AY  
Tel: +44 20 7481 0010  
Fax: +44 20 7481 4968

**"Advance"** means each of the TRUE Advance A, the TRUE Advance B, the TARGET Advance A and the TARGET Advance B being each borrowing (maximum of four (4)) of a proportion of the Total Commitments by the Borrowers or (as the context may require) the outstanding principal amount of such borrowing.

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Agent"** includes any person who may be appointed as agent under this Agreement.

**"Annex VI"** means Annex VI (Regulations for the Preventions of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

**"Approved Manager"** means Genel Denizcilik of Turkey as technical manager and as commercial manager or any other person approved in accordance with Clause 22.3 (*Manager*).

**"Approved Valuer"** means any of the ship brokers included in the list set out in Schedule 9 or such other independent reputable ship broker in respect of the crude tanker market approved by the Lenders from time to time.

**"Assignment Agreement"** means an agreement substantially in the form set out in Schedule 7 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

**"Auditors"** means any firm approved in advance by the Lenders (such approval not to be unreasonably withheld or delayed).

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Availability Period"** means the period from and including the date of this Agreement to and including

(i) in respect of Loan A the earlier of:

- (a) 31 March 2015 or such other date as the Agent, acting with the authorisation of the Lenders, may agree;
- (b) the Delivery Date of the second Vessel to be delivered; and
- (c) the date on which the Available Commitments are fully borrowed, cancelled or terminated

and (ii) in respect of Loan B the earlier of:

- (a) 31 March 2015 or such other date as the Agent, acting with the authorisation of the Lenders, may agree; and
- (b) the date on which the Available Commitments are cancelled or terminated.

**"Available Commitment"** means a Lender's Commitment less (a) the amount of its participation in any outstanding Advance and (b) in relation to any proposed Utilisation, the



<b>Borrower:</b>	Advantage Arrow Shipping LLC
<b>Seller:</b>	Target Shipping Ltd
<b>Name:</b>	115,000 dwt oil tanker, built 2009 at Samsung Heavy Industries South Korea m.v. "TARGET" (tbr "ADVANTAGE ARROW") with IMO No 9419450
<b>Scheduled Delivery Date:</b>	Tba
<b>Date and description of MoA:</b>	Memorandum of Agreement made or to be made between the Seller as seller and the Borrower as buyer
<b>Contract Price:</b>	USD37,750,000
<b>Vessel Commitment:</b>	USD27,700,000 plus USD3,300,000
<b>Flag State:</b>	Malta, to be reflagged to Marshall Islands
<b>Charter description:</b>	Time charter made or to be made between the Borrower and the Charterer for a term of five years commencing on or before the Utilisation Date at the Floor Rate plus any Additional Hire Payments.
<b>Charterer:</b>	Shell Western Supply and Trading of Barbados
<b>Classification:</b>	115,000 dwt type crude oil tanker
<b>Classification Society:</b>	Det norske Veritas (DNV)
<b>Technical Manager:</b>	Genel Denizcilik
<b>Commercial Manager:</b>	Genel Denizcilik
<b>Management Agreement:</b>	Management Agreement dated made or to be made between the Technical Manager and the Commercial Manager as manager and the Borrower as owner

# EXHIBIT 8

**GEDEN HOLDINGS LTD.**

85 St. John's Street, Valletta, Malta

Tel: 0090 212 319 51 00 – Fax : 0090 212 325 58 14

Messrs.

PSARA ENERGY LIMITED

Ajeltake Road, Ajeltake Island

Majuro, MH 96960

Marshall Island

04. March. 2010

We hereby confirm that Geden Holdings Ltd., Malta is the Holding Company for all single purpose companies which owns one vessel each. The borrowers for the bank loans are SPCs, not Geden Holdings Ltd., Malta. Geden Holdings Ltd., Malta is the guarantor for the bank loans.

GEDEN HOLDINGS LTD of MALTA

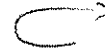
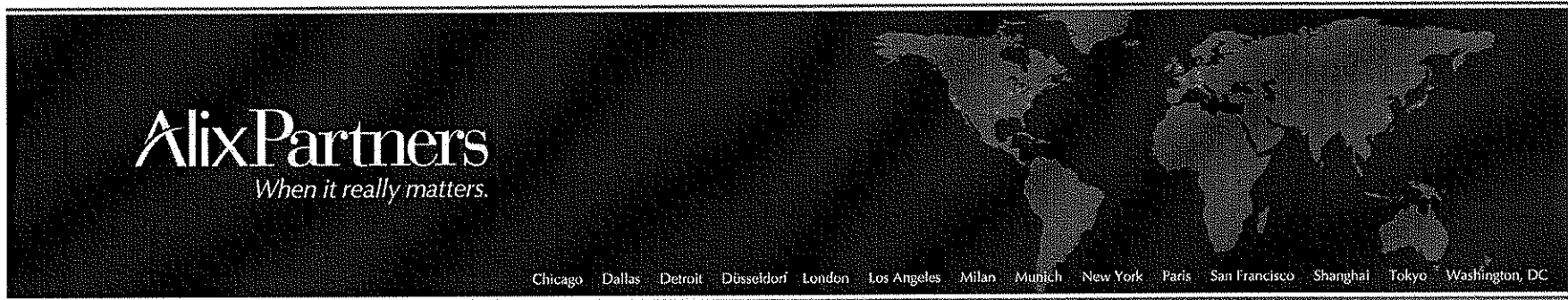
  
Tegen Tokar



# EXHIBIT 9

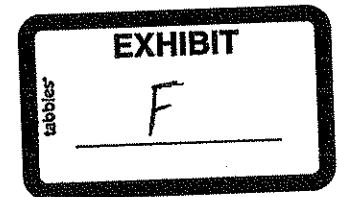


Enterprise Improvement

Corporate Turnaround  
and RestructuringFinancial Advisory  
ServicesInformation Management  
Services

## Project Hermitage Restructuring

March 6 2013



[www.alixpartners.com](http://www.alixpartners.com)

DEKABANK copy, March 6 2013

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# Contents

- I. Executive Summary / Remarks from the Company
- II. Background
- III. Restructuring Proposal
- IV. Financial Analysis
- V. Conclusions

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DEKABANK copy<sup>5</sup> March 6 2013

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## I. Executive Summary

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DEKASANK copy, March 6 2013

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## Executive Summary

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- ▶ The November 20 Proposal provides the basis for a formal or informal standstill period during which the Company can develop, negotiate and implement a structure providing a viable long term solution
- ▶ The November 20 Proposal has shown to be effective as an interim measure providing liquidity and stability to the Company but it is unlikely to provide a definitive solution. One significant obstacle to its long-term implementation is the transfer of cash flows away from banks towards charterers
- ▶ In considering alternatives for a financial restructuring, the Company sought to achieve the following key objectives:
  - Compensate stakeholders adequately for their risk-weighted capital exposure and concessions
  - Constrain cross subsidization between stakeholders related to different underlying assets
  - Ring-fence potential sources of disruption, holdout, or nuisance (such as arrests or sister-ship arrests)
  - Maximize options for stakeholders and potential for self-selection
- ▶ A long term plan involves grouping and ringfencing assets according to their debt service capacity and sensitivity to a recovery in rates.
- ▶ This can be achieved by executing arms-length sale transactions of the [SPVs] at market value into appropriate newcos:
  - a) Newco Alpha: up to 29 vessels (mostly Tanker operations) financed by “Hamburg” banks, Natixis, Credit Europe (including Second Lien), NSF Second Lien and Lloyds; Alpha to be partially recapitalized with new equity and financed through 5 different facilities
  - b) Newco Beta: 4 vessels financed by CCB and CDB.
  - c) Group C: GB Global, NSF (South and East)
  - d) Group D: the remaining vessels, essentially comprised of Icon, Octavian, Stealth, FSL



## II. Background

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DEKABANK copy, <sup>8</sup> March 6 2013

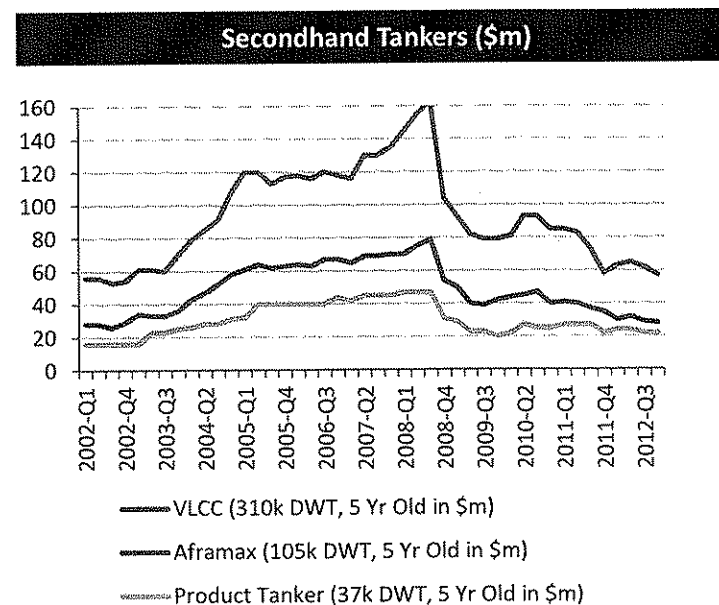
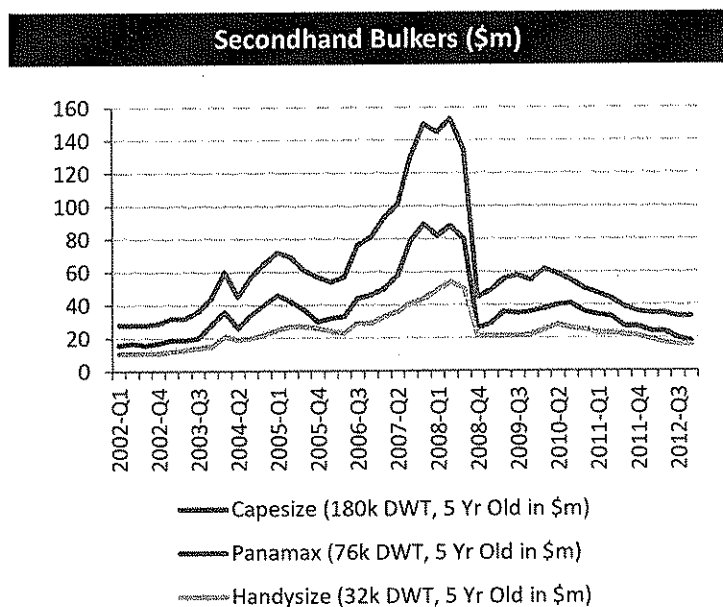
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## Background

### The Market

- ▶ Neither the tanker nor the bulker market recovered through 2012 and vessel earnings have remained low
  - The tanker market has shown signs of firmness in Q1 2013 but there is little optimism for a sustained recovery before Q3 2013
  - The bulker market continues to be very weak and has performed slightly below the Nov 20 Business Plan forecast during Q1 2013
- ▶ Asset values have continued to deteriorate through the end of 2012. The latest levels as per Clarkson Research sustained decline to multiyear lows:
  - 5yr old VLCC, Aframax and Product tankers at \$57m, \$28m, and \$22m
  - 5yr old Capesize, Panamax, and Handysize at \$33m, \$18m, and \$16m



Source: Clarkson Research

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## Background

### The Company

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- ▶ The Company has actively been managing its portfolio since 2008, mainly via:
  - The investment of c.\$700m in equity along with \$1.8B of bank and sale-leaseback (18) financing
  - The Sale of 12 vessels upon delivery for net proceeds of \$136m
  - The Sale of 17 vessels operating within the fleet for net proceeds of \$79m
  - The sale –leaseback of 18 vessels to finance \$665m in deliveries of which 7 in 2013 (\$171m)
- ▶ Earnings from vessels financed by banks have fallen \$45m short of debt service in the period 2011-2012. Similarly, earnings from bareboat vessels have fallen \$43m short of obligations in the period 2011-2012.
- ▶ In order to maintain minimum operational liquidity, the Company has instituted a moratorium during the first quarter including the following measures
  - Deferral of 100% from all lenders other than CCB and CDB who have already agreed to a debt rescheduling starting from Q4 2012
  - Deferral of some November and December 2012 principal repayments
  - Deferral of 35% of the bareboat hire payments
  - Refinancing of Royal via Credit Europe facility; Repayment of 2012 bank principal overdue <sup>(1)</sup>
  - Management of supplier overdue through the quarter
- ▶ While all stakeholders have reserved their rights, some specific stakeholder actions have affected the cash flows
  - Unicredit has drawn on its deposit accounts
  - Icon issued a lien notice to the charterers and has directly received charter income
- ▶ With above measures and actions, available cash is projected at only c.\$23.8m including retention at the end of March and c.\$7.5m in restricted cash deposits

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<sup>(1)</sup> Does not include default interest, margin increases and bank fees

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## Company and Fleet Overview

### The Company – Recent Events

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► Flash

1. The Flash ran aground at the end of June and is currently arrested in Tunisia
2. The customer has invoked damage of goods (wet coal) and has refused to take delivery
3. 180 days have elapsed as of Feb 2013, potentially giving rise to a Constructive Total Loss on a hull coverage of \$110m
4. The claim has been rejected by the Club on the basis that the damage is to cargo
5. An arbitrator is to be appointed week of Mar 4 2013

► Baytur

1. Baytur is expected to be delivered in the first week of April for \$13.6m in proceeds

► Royal Refinancing

1. The Royal was refinanced through a \$37.5m facility with Credit Europe
2. Credit Europe has cross-collateralized its second lien on the Namrun and the Scope (behind Natixis) with a second mortgage on the Royal
3. \$10m has been paid to HSH and \$10m is outstanding to the yard

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## Company and Fleet Overview

Employment, Tanker

Tankers									
Ref	Vessel	Type	Daily Charter Net Rate	Charterer	Maturity	Profit Share End Date	Option Rate	Option Maturity	Option (Month)
1	MT AQUA	Aframax Tanker	12,675	CHEVRON	Apr-13	-	12,675	Oct-13	6
2	MT ACTION	Aframax Tanker	12,706	URSA SHIPPING	Mar-13	-	12,706	May-13	2
3	MT TARGET	Aframax Tanker	11,500	SHELL	Apr-17	Jun-14	11,500	Apr-22	60
4	MT TRUE	Aframax Tanker	11,500	SHELL	Apr-17	Jun-14	11,500	Apr-22	60
5	MT SPIKE	Aframax Tanker	12,825	URSA SHIPPING	Mar-13	-	12,825	Oct-13	6
6	MT AVOR	Aframax Tanker	13,063	URSA SHIPPING	Aug-13	-	13,063	Feb-14	6
7	MT VALUE	Aframax Tanker	11,500	SHELL	Apr-17	Jun-14	11,500	Apr-22	60
8	MT BRAVO	Aframax Tanker	11,500	SHELL	Apr-17	Jun-14	11,500	Apr-22	60
9	MT POWER	Aframax Tanker	11,500	SHELL	Apr-17	Jun-14	11,500	Apr-22	60
10	MT PROFIT	Suezmax Tanker	13,000	SHELL	Apr-15	Jun-14	13,000	Apr-18	36
11	MT CENTER	Suezmax Tanker	15,675	NIDAS	Jun-13	-	19,500	Jun-14	12
12	MT BLUE	Suezmax Tanker	13,000	SHELL	Apr-15	Jun-14	13,000	Apr-18	36
13	MT PINK	Suezmax Tanker	36,834	GLENCORE	Jun-15	-	36,834	Jun-15	-
14	MT BLANK	Suezmax Tanker	13,000	SHELL	Apr-15	Jun-14	13,000	Apr-18	36
15	MT REEF	Suezmax Tanker	37,080	GLENCORE	Jul-15	-	37,080	Jul-15	-
16	MT HERO	Suezmax Tanker	13,000	SHELL	Nov-15	Jun-14	13,000	Nov-18	36
17	MT ROYAL	Suezmax Tanker	13,000	SHELL	Nov-15	Jun-14	13,000	Nov-18	36
18	MT ENJOY	Panamax Tanker	13,825	CSSA	Mar-14	-	-	Mar-14	-
19	MT MARKA	Panamax Tanker	11,959	Panamax International (P.I.)	Jun-13	-	12,925	Dec-13	6
20	MT CITRON	MR Pro/Chem Tanker	13,380	SHELL	May-13	-	13,380	Jul-13	2
21	MT CITRUS	MR Pro/Chem Tanker	13,380	SHELL	Jul-13	-	13,380	Sep-13	2
22	MT ACOR	Ice Class Pro/Chem Tanker	11,700	NORDEN	Apr-13	-	-	May-13	1
23	MT CARRY	Ice Class Pro/Chem Tanker	11,150	NORDEN	Aug-13	-	-	Sep-13	1
24	MT ROVA	Ice Class Pro/Chem Tanker	12,250	CSSA	Nov-13	-	-	Dec-13	1
25	MT COTTON	Ice Class Pro/Chem Tanker	12,250	CSSA	Nov-13	-	-	Dec-13	1
26	MT CARGO	Ice Class Pro/Chem Tanker	11,690	NORDEN	May-13	-	-	Jun-13	1
27	MT ROCK	Ice Class Pro/Chem Tanker	11,690	NORDEN	Mar-13	-	-	Apr-13	1
28	MT ROCKET	Ice Class Pro/Chem Tanker	11,690	NORDEN	Jun-13	-	-	Jul-13	1

DEKARANK copy, 12 March 6 2013

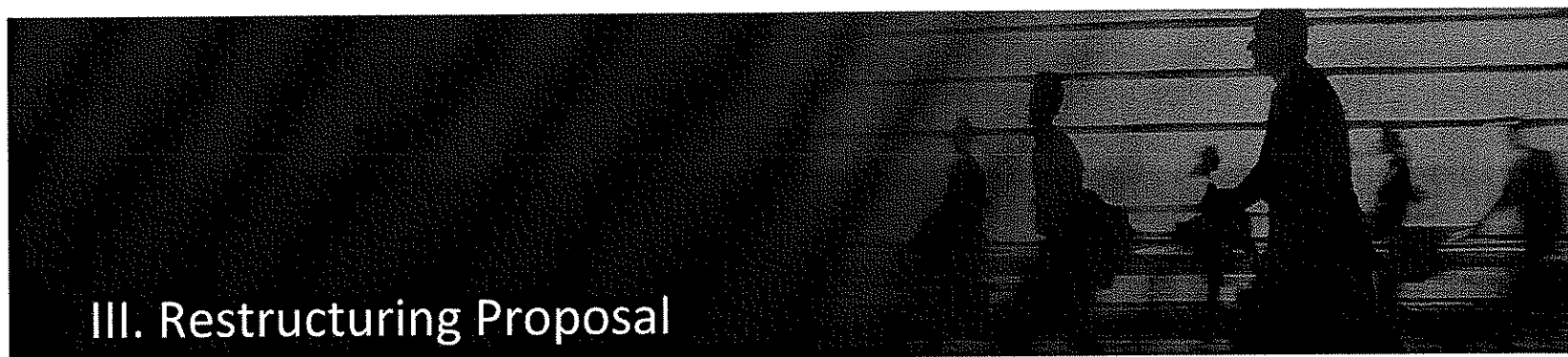
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## Company and Fleet Overview

### Employment, Bulk

Bulkers									
Ref	Vessel	Type	Daily Charter Net Rate	Charterer	Maturity	Profit Share End Date	Option Rate	Option Maturity	Option (Month)
31	MV SCOPE	Capesize Bulk Carrier	10,000	SWISS MARINE	Oct-13	-	-	May-14	7
32	MV FLASH	Capesize Bulk Carrier		ARRESTED		-	-	Jan-00	-
33	MV PROUD	Capesize Bulk Carrier	56,000	COSCO	Jun-14	-	-	Jun-14	-
34	MV ANGEL	Capesize Bulk Carrier	4,533	SWISS MARINE	Mar-13	-	-	Mar-13	-
35	MV PRETTY	Capesize Bulk Carrier	7,600	SWISS MARINE	Feb-13	-	-	May-13	3
36	MV CASH	Kamsarmax Bulk Carrier		N/A	-	-	-	Jan-00	-
37	MV COLLECTION	Kamsarmax Bulk Carrier		N/A	-	-	-	Jan-00	-
38	MV CITY	Kamsarmax Bulk Carrier		N/A	-	-	-	Jan-00	-
39	MV ASIA	Supramax Bulk Carrier	7,014	SUPREME BULK CARRIERS	Jan-13	-	7,014	Apr-13	3
40	MV FANTASTIC	Supramax Bulk Carrier	6,978	SUPREME BULK CARRIERS	Jan-13	-	6,978	Apr-13	3
41	MV AMAZING	Supramax Bulk Carrier	7,267	SUPREME BULK CARRIERS	Feb-13	-	7,267	May-13	3
42	MV TARSUS	Supramax Bulk Carrier	6,978	SUPREME BULK CARRIERS	May-13	-	6,978	Jul-13	2
43	MV SPOT	Supramax Bulk Carrier	10,925	COPA	Feb-13	-	-	Feb-13	-
44	MV CLEAR	Supramax Bulk Carrier	5,850	Denmar Chartering & Trading GMBH Hamburg, Germany	May-13	-	5,850	May-13	-
45	MV NAMRUN	Supramax Bulk Carrier	7,256	SUPREME BULK CARRIERS	Jan-13	-	7,256	Apr-13	3
46	MV BAYTUR	Supramax Bulk Carrier	6,978	SUPREME BULK CARRIERS	Jan-13	-	6,978	Apr-13	3
47	MV SOUTH	Supramax Bulk Carrier	6,978	SUPREME BULK CARRIERS	Jan-13	-	6,978	Apr-13	3
48	MV EAST	Supramax Bulk Carrier	8,422	WORLDWIDE INVESTMENT	Feb-13	-	8,422	Feb-13	-
49	MV WEST	Supramax Bulk Carrier	7,219	SUPREME BULK CARRIERS	Jan-13	-	7,219	Apr-13	3
50	MV SECRET	Supramax Bulk Carrier	8,422	SUPREME BULK CARRIERS	Jan-13	-	8,422	Apr-13	3
51	MV SHARP	Supramax Bulk Carrier	8,075	SIVA BULK	May-13	-	-	Jan-00	2
52	MV CAPITAL	Supramax Bulk Carrier	8,075	SIVA BULK	May-13	-	-	Jan-00	2
53	MV METROPOL	Supramax Bulk Carrier	7,219	SUPREME BULK CARRIERS	Mar-13	-	-	Jan-00	-
54	MV WORLD	Supramax Bulk Carrier	8,265	SIVA BULK	Apr-13	-	8,265	Jul-13	-
55	MV EARTH	Mini Bulk Carrier		On Spot		-	-	Jan-00	-
56	MV WIND	Mini Bulk Carrier		On Spot		-	-	Jan-00	-
29	MT CV STEALTH	Aframax Tanker	11,700	PT Armada	Mar-13	-	11,700	Apr-13	1
30	MT CS STEALTH	Aframax Tanker	12,255	Petrovietnam Transport Corp	Mar-13	-	12,255	Mar-13	-





### III. Restructuring Proposal

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## Restructuring Proposal

### Key Assumptions

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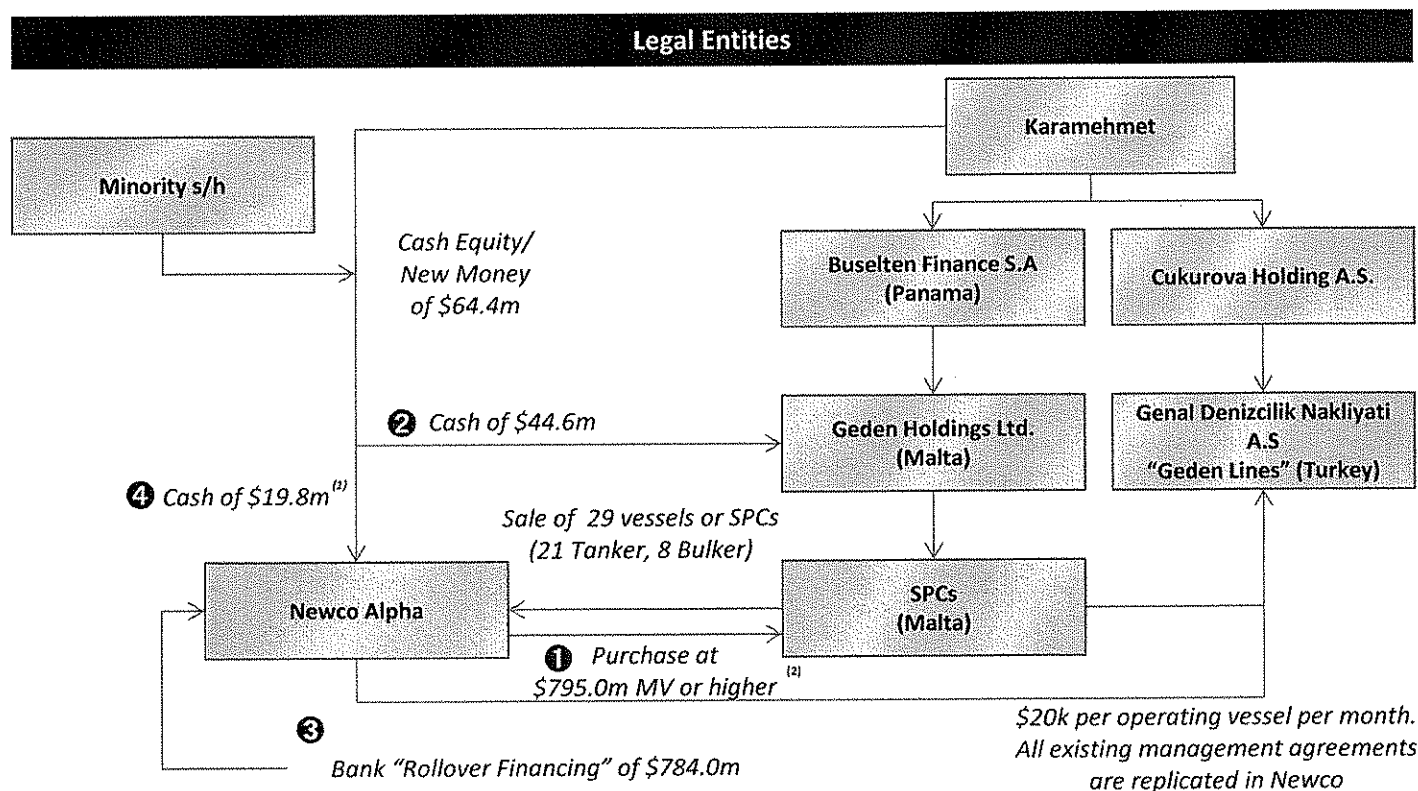
- ▶ Key assumptions under the Plan include
  - All ships sold **at minimum of market value or value of loan** and on an arms-length basis.
  - There will be **some change in the ownership** in the go-forward entities Newco Alpha and Beta (in order to protect relevant lenders from sister ship arrests in South Africa - type jurisdictions)
  - Stakeholders in groups **C and D will have the option to move into A** subject to loan modifications adhering to the conditions prevalent in that entity.
  - Stakeholders in **C and D can have their vessels redelivered** subject to acceptable terms for termination.
- ▶ The Company would prefer a coordinated financing approach in Newco
- ▶ The Second Lien debt relating to NSF and Credit Europe is transferred/novated upon the sale. There may be an opportunity to renegotiate terms of mezzanine debt (NSF, Credit Europe) as part of the sale but it has not been contemplated here
- ▶ Deposits related to facilities (Unicredit, Profit, etc.) are netted the outstanding loan amounts; the loans are reconstituted after the transaction and the deposits are eliminated

DISCLOSURE PREVIEW

## Plan B – Split of Fleet via Newco A

### Newco A Example

- **Newco Alpha:** Intended to form a viable standalone entity of up to 29 vessels (21 Tanker and 8 Bulker) in which the quality of vessel earnings would enable limited deferrals compared to those required in the November 20 proposal; New equity provided in the transaction to reduce total bank exposure and improve LTV coverage ratio for the majority of the facilities
- **Assumptions :** 1) Sale of ships at market value from Olco to Newco 2) Equity to fund any shortfall in collateral in Oldco 3) New bank financing in Newco provided at 95% LTV 4) New Equity in Newco as required for 95% LTV.



Note: Indicative transaction structure subject to legal due diligence

<sup>[1]</sup> Equity of \$1.1m also as a result of transfer of Namun at value greater than senior debt

<sup>[2]</sup> \$52.6m financed in excess of market value of assets

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## Plan B – Split of Fleet via Newco: Alpha

### Structuring: Facility #1

- **Facility#1:** Newco Alpha financing at 95% LTV, LIBOR +3% on a 15 year loan profile from delivery date based 20 year working life minus 5 years. Pro Forma debt in Facility#1 includes second liens behind Natixis related to Credit Europe (\$16.1m)

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan <sup>(1)</sup>	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo (LTV of 95%) [B*(1-95%)]	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
FACILITY #1	Hamburg banks paid down to 95% LTV including any current shortfalls										
Aframax	NLB	Target	99%	95%	28.7	29.0	0.3	1.5	1.5	0.3	27.6
Aframax	NLB	True	108%	95%	33.4	31.0	(2.4)	1.6	4.0	0.0	29.5
Aframax	Unicredit	Value	95%	95%	31.5	33.0	0.0	1.7	1.7	0.0 <sup>(4)</sup>	31.4
Aframax	Unicredit	Bravo	95%	95%	31.5	33.0	0.0	1.7	1.7	0.0 <sup>(4)</sup>	31.4
Aframax	Unicredit	Power	97%	95%	31.9	33.0	0.0	1.7	1.7	0.0 <sup>(4)</sup>	31.4
Suezmax	DVB NLB	Profit	96%	95%	39.4	41.0	1.6	2.1	2.1	1.6	39.0
Suezmax	CB NLB BrLB	Blue	99%	95%	40.5	41.0	0.5	2.1	2.1	0.5	39.0
Suezmax	HSH 1	Hero	99%	95%	48.5	49.0	0.5	2.5	2.5	0.5	46.6
MR	HSH 2	Citron	107%	95%	22.5	21.0	(1.5)	1.1	2.6	0.0	20.0
MR	HSH 2	Citrus	107%	95%	23.6	22.0	(1.6)	1.1	2.7	0.0	20.9
Handy	DVB NLB SAN	Acor	96%	95%	20.1	21.0	0.9	1.1	1.1	0.9	20.0
Handy	DVB NLB SAN	Carry	100%	95%	21.0	21.0	0.0	1.1	1.1	0.0	20.0
Handy	DVB NLB SAN	Rova	100%	95%	21.0	21.0	0.0	1.1	1.1	0.0	20.0
Handy	DVB NLB	Cotton	100%	95%	21.0	21.0	0.0	1.1	1.1	0.0	20.0
Handy	DVB NLB	Cargo	91%	95%	21.0	23.0	2.0	1.2	1.2	2.0	21.9
Handy	DVB NLB	Rock	95%	95%	21.9	23.0	1.1	1.2	1.2	1.1	21.9
Handy	DVB NLB	Rocket	95%	95%	21.9	23.0	1.1	1.2	1.2	1.1	21.9
Handymax	DVB	Asia	102%	95%	19.4	19.0	(0.4)	1.0	1.3	0.0	18.1
Mini Bulker	DVB	Earth	98%	95%	2.9	3.0	0.1	0.2	0.2	0.1	2.9
Mini Bulker	DVB	Wind	98%	95%	2.9	3.0	0.1	0.2	0.2	0.1	2.9
Subtotal Facility #1		20	99%	95%	504.7 <sup>(1)</sup>	511.0	(5.9) <sup>(2)</sup>	25.6	31.5 <sup>(3)</sup>	12.2	485.5

<sup>(1)</sup> To be adjusted for repayments before closing of the transaction (figures do not include principal repayments made week ending Feb 22)

<sup>(2)</sup> Represents sum of shortfall only

<sup>(3)</sup> Total amount of equity related to sale / purchase of vessels in Facility #1

<sup>(4)</sup> \$4.1m related to excess collateral in Unicredit facility could be eliminated and repaid/refinanced through NSF 2<sup>nd</sup> Lien

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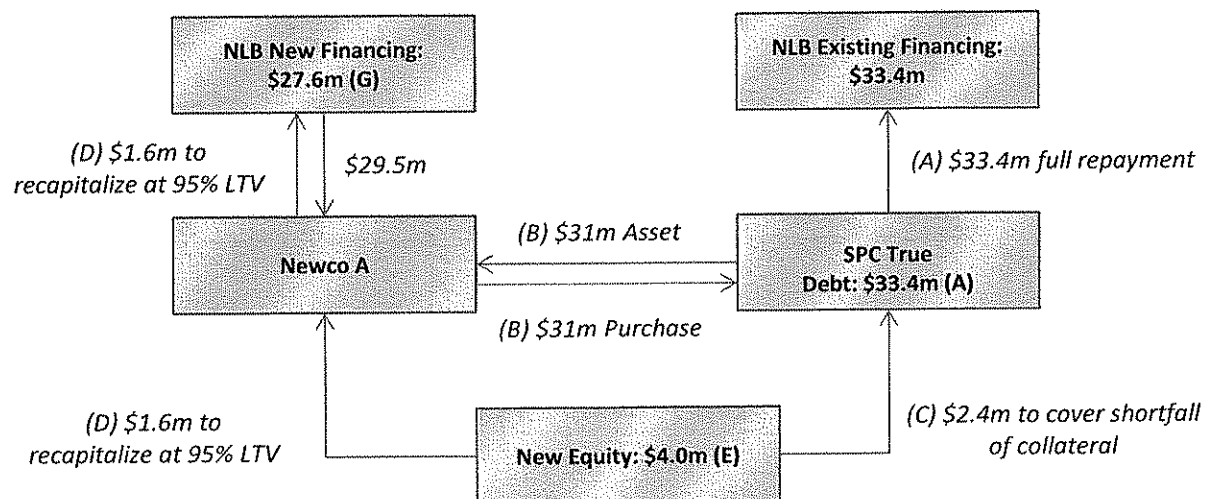
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## Plan B – Split of Fleet via Newco: Alpha

### Structuring – Example #1

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo (LTV of 95%) [B*(1-95%)]	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
Aframax	NLB	True	108%	95%	33.4	31.0	2.4	1.6	4.0	0.0	29.5

1. True is sold from Oldco to Newco Alpha at market value \$31m (B)
2. Any shortfall against the mortgage is funded by \$2.4m new equity (C) and the whole of the Oldco debt is paid down. If there is value above the mortgage, the excess cash remains in Oldco
3. NLB and New Equity recapitalize Newco at a maximum of 95% LTV; NLB has reduced its exposure by \$3.9m and improved LTV by 13%



Note: Indicative transaction structure subject to legal due diligence

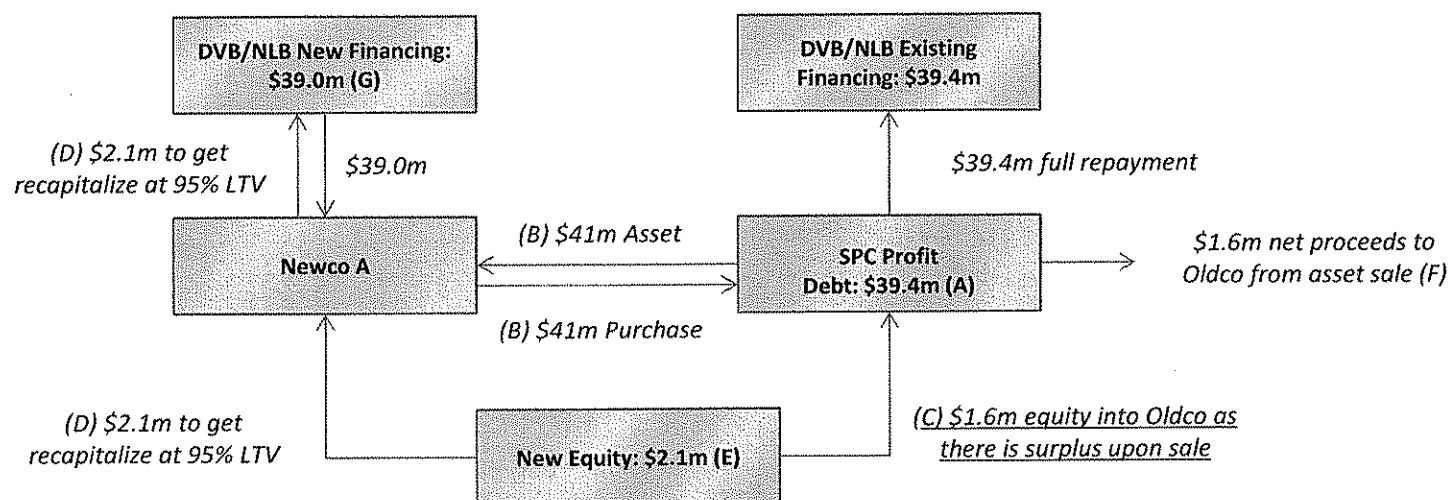
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## Plan B – Split of Fleet via Newco: Alpha

### Structuring – Example #2

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo (LTV of 95%) [B*(1-95%)]	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
Suezmax	DVB NLB	Profit	96%	95%	39.4	41.0	1.6	2.1	2.1	1.6	39.0

1. Profit is sold from Oldco to Newco Alpha at \$41m market value (B)
2. If there is value above the mortgage, the excess cash remains in Oldco (C). Any shortfall would need to be funded via additional equity
3. DVB and New Equity recapitalize Newco at maximum of 95% LTV; NLB has reduced its exposure by \$0.4m and improved LTV by 1%



Note: Indicative transaction structure subject to legal due diligence

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## Plan B – Split of Fleet via Newco: Alpha

### Structuring

- ▶ Facility#2: Lloyds vessels sold and refinancing provided on the same terms
- ▶ Facility#3: Natixis vessels sold and refinancing provided on the same terms; Namrun facility extended and ship potentially sold in 2-3 yrs
- ▶ Facility#4: Credit Europe sold and refinancing provided on the same terms
- ▶ Facility#5: Dekabank vessels sold and refinancing provided on PAYC basis and no covenants
- ▶ Facility#6: NSF Second Lien behind Unicredit on the same terms

Facility#6: NSF Second Lien behind Omicron on the same terms											
Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo (LTV of 95%) [B*(1-95%)]	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
FACILITY #2 Lloyds facility rolled over into Newco Alpha on existing terms											
Suezmax	Lloyds	Pink	85%	85%	37.3	44.0	6.7	6.7	6.7	6.7	37.3
Suezmax	Lloyds	Blank	68%	68%	32.2	47.0	14.8	14.8	14.8	14.8	32.2
Suezmax	Lloyds	Reef	75%	75%	34.6	46.0	11.4	11.4	11.4	11.4	34.6
FACILITY #3 Natixis facilities rolled over into Newco Alpha on existing terms											
Capesize	Natixis 1	Scope	87%	87%	23.4	27.0	n/a	n/a	n/a	n/a	23.4
Handymax	Natixis 2	Namrun	88%	88%	14.0	16.0	n/a	n/a	n/a	n/a	14.0 <sup>(2)</sup>
FACILITY #4 Loan includes \$37.5m new refinancing from Credit Europe plus \$16.1m 2 <sup>nd</sup> priority loans relating to the Scope and the Namrun											
Suezmax	Credit Europe	Royal	107% <sup>(1)</sup>	107%	53.6	50.0	n/a	n/a	0.0	0.0	53.6
FACILITY #5 Deka facility rolled over into Newco but paid only from available cash from these vessels											
Handymax	Deka	Tarsus	133%	133%	24.0	18.0	n/a	n/a	n/a	n/a	24.0
Handymax	Deka	Spot	139%	139%	25.0	18.0	n/a	n/a	n/a	n/a	25.0
Handymax	Deka	Clear	139%	139%	25.0	18.0	n/a	n/a	n/a	n/a	25.0
FACILITY #6 NSF 2 <sup>nd</sup> Lien facilities											
			n/a	n/a	25.5	n/a	n/a				25.5
TOTAL Newco Alpha		29	97%	95%	799.3	795.0	(5.9) <sup>(3)</sup>	58.5	64.4	44.6	784.0
						MV of Newco Alpha Assets			Total Capital required		New Alpha deb

<sup>(1)</sup> Royal refinancing includes second lien ; LTV on first lien is 75%

<sup>(2)</sup> Equity value from the rollover of the Namrun loan on \$16m in MV; equity not retained by Oldco due to 2<sup>nd</sup> Lien by Credit Europe

<sup>(3)</sup> Represents sum of shortfall only

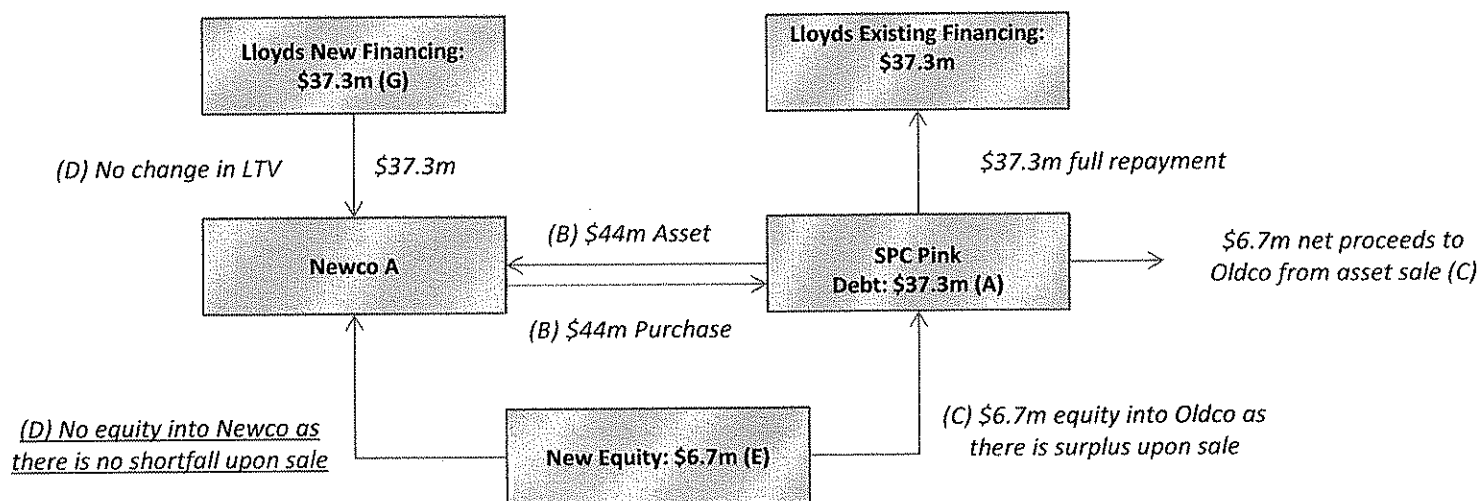
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## Plan B – Split of Fleet via Newco: Alpha

### Structuring – Example #3

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
Suezmax	Lloyds	Pink	85%	85%	37.3	44.0	6.7	6.7	6.7	6.7	37.3

1. Pink is sold from Oldco to Newco Alpha at market value (B)
2. The excess cash over the mortgage value remains in Oldco (C)
3. Lloyds and New Equity recapitalize Newco at a maximum of 95% LTV; Given that coverage is lower than 95% (85%), no new equity is required upon refinancing of Newco with \$37.3m in debt



Note: Indicative transaction structure subject to legal due diligence



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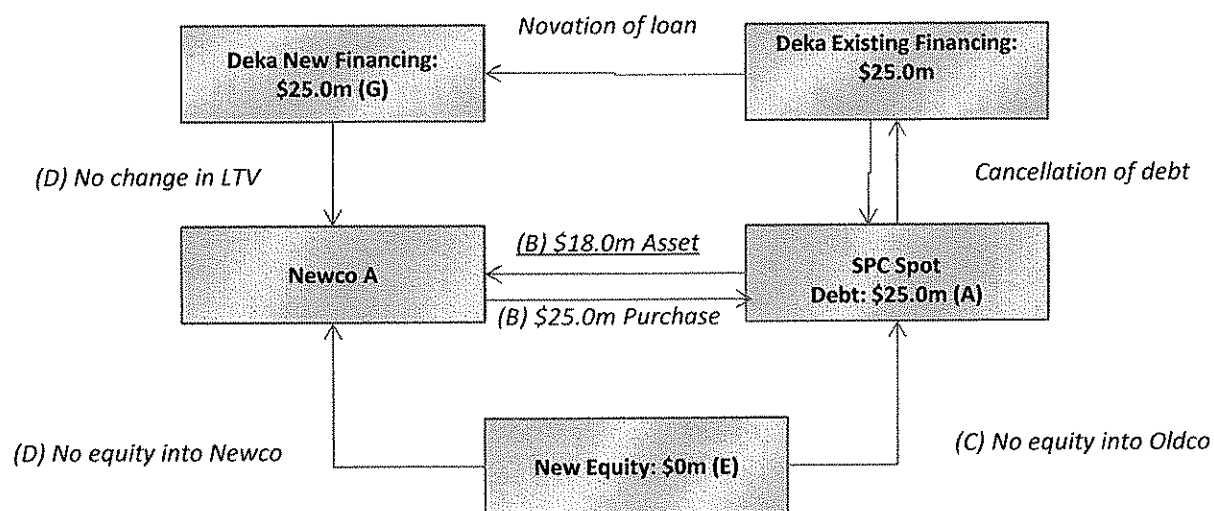
## Plan B – Split of Fleet via Newco: Alpha

### Structuring – Example #4

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value	(C) Excess / (Shortfall) upon sale [B-A]	(D) Capital required in NewCo	(E) Capital required in NewCo (LTV of 95%) and to cover deficiency [D+Negative C]	(F) Equity going into OldCo [Positive C]	(G) New debt drawdown [D - A]
Handymax	Deka	Spot	139%	139%	25.0	18.0		0.0	0.0	0.0	25.0

1. Spot is sold from Oldco to Newco Alpha at \$25m being equivalent to outstanding loans
2. Loans are novated to Newco
3. Loans are paid out of available cash on the vessel only

Amount of loan novated is beyond market value at the time of the transaction; no recapitalization



Note: Indicative transaction structure subject to legal due diligence

## Plan B – Split of Fleet via Newco: Alpha

Structuring – Sources and Uses, Pro Forma Balance Sheet

Sources		Uses	
New equity <sup>(1)</sup>	64.4	Purchase of assets	784.0
New financing	784.0	Net bank debt paydown	19.3
		Equity to cover collateral shortfall and excess value	45.1
<b>Total Sources</b>	<b>\$848.4</b>	<b>Total Uses</b>	<b>\$848.4</b>

<sup>(1)</sup> Does not include additional liquidity for operational cash

TRADE SECRET

## Plan B – Split of Fleet via Newco: Beta

### Structuring

- ▶ **Newco Beta:** Contains 4 Bulkers financed by Chinese banks. These are considerably under water yet they must be offered attractive terms given that the Chinese banks benefit from a Corporate Guarantee.
- ▶ **Assumptions :** Loans novated to Newco Beta on existing terms. **Subject to an appropriate rescheduling of obligations we do not envisage equity being required for Newco Beta.**

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value
Capesize	CCB	Flash	100%	100%	33.1	33.0
Capesize	CCB	Proud	100%	100%	33.1	33.0
Capesize	CDB	Angel	119%	119%	43.0	36.0
Capesize	CDB	Pretty	125%	125%	45.1	36.0
Total Newco Beta		4	112%	112%	154.3	138.0

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## Plan B – Split of Fleet via Newco: Group C

### Structuring

- ▶ **Group C:** Contains 11 Bulkers financed by GB Global as well as the NSF-financed vessels.
- ▶ **Assumptions :** Entity would require revision of current contractual debt service in order to maintain liquidity; Subject to adequate concessions, facilities could opt into Newco Alpha or desist from participation and take ships back

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan	(B) Current Estimated Value
Kamsarmax	GB Global	Cash	96%	96%	26.0	27.0
Kamsarmax	GB Global	Coll./Chance	96%	96%	26.0	27.0
Kamsarmax	GB Global	City	96%	96%	26.0	27.0
Handymax	NSF	South	84%	84%	19.3	23.0
Handymax	NSF	East	84%	84%	19.3	23.0
Handymax	GB Global	West	103%	103%	23.7	23.0
Handymax	GB Global	Secret	103%	103%	23.7	23.0
Handymax	GB Global	Sharp	103%	103%	23.7	23.0
Handymax	GB Global	Capital	103%	103%	23.7	23.0
Handymax	GB Global	Metropol	103%	103%	23.7	23.0
Handymax	GB Global	World	103%	103%	23.7	23.0
Total Group C		11	98%	98%	258.8	265.0

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## Plan B – Split of Fleet: Residual Oldco: Group D

### Structuring

- ▶ **Group D, Geden Oldco:** 11 Group D vessels make up the residual fleet and are not part of the Company's future. These include the vessels funded by FSL, Icon, Octavian and Stealth when traditional financing was unavailable. Baytur will be sold April 2013.
- ▶ **Assumptions :** Entity would require revision of current contractual debt service in order to maintain liquidity; Proceeds from the sale to Newco Alpha would provide liquidity to pay down payables.

Type	Facility	Name	Current LTV	Pro Forma LTV	(A) Actual Outstanding Loan (PV of leases)	(B) Current Estimated Value
Aframax	FSL	Aqua	234%	234%	60.8	26.0
Aframax	FSL	Action	234%	234%	60.8	26.0
Aframax	Stealth	Spike	177%	177%	55.0	31.0
Aframax	Stealth	Avor	176%	176%	54.5	31.0
Suezmax	Icon 1	Center	145%	145%	67.9	47.0
Panamax	Octavian 1	Enjoy	141%	141%	42.2	30.0
Panamax	Octavian 2	Marka	128%	128%	41.0	32.0
Handymax	Icon 2	Fantastic	157%	157%	29.9	19.0
Handymax	Icon 2	Amazing	157%	157%	29.9	19.0
Chartered - Afra_Tanker	not ours	CV Stealth				
Chartered - Afra_Tanker	not ours	CS Stealth				
<b>Subtotal SPVs</b>		<b>11 <sup>(1)</sup></b>	<b>169%</b>	<b>169%</b>	<b>441.9</b>	<b>261.0</b>
<b>Corporate facility</b>	Bank Asya				<b>39.5</b>	
<b>Total Group D</b>					<b>481.4</b>	

<sup>(1)</sup> Baytur sold before the transaction



## Plan B – Summary

Bank Exposure: By Facility

	Estimated Value	Current debt	LTV Current	PF Debt	LTV After	Change in debt	Change in LTV
Unicredit	99.0	94.9	96%	94.1	95%	(0.8)	-1%
NLB	60.0	62.1	104%	57.0	95%	(5.1)	-9%
HSH 2	43.0	46.1	107%	40.9	95%	(5.3)	-12%
DVB	25.0	25.3	101%	23.8	95%	(1.5)	-6%
CB NLB BrLB	41.0	40.5	99%	39.0	95%	(1.5)	-4%
DVB NLB SAN	63.0	62.1	99%	59.9	95%	(2.3)	-4%
HSH 1	49.0	48.5	99%	46.6	95%	(2.0)	-4%
DVB NLB	131.0	125.2	96%	124.5	95%	(0.8)	-1%
GB Global	219.0	220.3	101%	220.3	101%	0.0	0%
CDB	72.0	88.1	122%	88.1	122%	0.0	0%
CCB	66.0	66.2	100%	66.2	100%	0.0	0%
Credit Europe	50.0	53.6	107%	53.6	107%	0.0	0%
Lloyds	137.0	104.1	76%	104.1	76%	0.0	0%
NSF	46.0	38.5	84%	38.5	84%	0.0	0%
Natixis 1	27.0	23.4	87%	23.4	87%	0.0	0%
Natixis 2	16.0	14.0	88%	14.0	88%	0.0	0%
Octavian 2	32.0	41.0	128%	41.0	128%	0.0	0%
Octavian 1	30.0	42.2	141%	42.2	141%	0.0	0%
Deka	54.0	74.0	137%	74.0	137%	0.0	0%
Icon 1	47.0	67.9	145%	67.9	145%	0.0	0%
Icon 2	38.0	59.7	157%	59.7	157%	0.0	0%
Stealth	62.0	109.5	177%	109.5	177%	0.0	0%
FSL	52.0	121.6	234%	121.6	234%	0.0	0%
<b>TOTAL</b>	<b>1,459.0</b>	<b>1,628.8</b>	<b>112%</b>	<b>1,609.5</b>	<b>110%</b>	<b>(19.3)</b>	<b>-1%</b>

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## Plan B – Summary

Bank Exposure: By Bank

	Estimated Value	Current debt	LTV Current	PF Debt	LTV After	Change in debt	Change in LTV
Unicredit	99.0	94.9	96%	94.1	95%	(0.8)	-1%
NLB	170.1	168.8	99%	161.6	95%	(7.1)	-4%
DVB	106.3	103.4	97%	100.9	95%	(2.5)	-2%
Commerzbank	14.8	14.6	99%	14.0	95%	(0.6)	-4%
BrLB	13.1	13.0	99%	12.5	95%	(0.5)	-4%
Santander	23.8	22.5	95%	22.0	93%	(0.6)	-2%
HSH	92.0	94.6	103%	87.4	95%	(7.2)	-8%
GB Global	219.0	220.3	101%	220.3	101%	0.0	0%
CDB	72.0	88.1	122%	88.1	122%	0.0	0%
CCB	66.0	66.2	100%	66.2	100%	0.0	0%
Credit Europe	50.0	53.6	107%	53.6	107%	0.0	0%
Lloyds	137.0	104.1	76%	104.1	76%	0.0	0%
NSF	46.0	64.0	139%	64.0	139%	0.0	0%
Natixis	35.0	30.4	87%	30.4	87%	0.0	0%
Octavian	62.0	83.2	134%	83.2	134%	0.0	0%
Deka	54.0	74.0	137%	74.0	137%	0.0	0%
Icon	85.0	127.6	150%	127.6	150%	0.0	0%
Stealth	62.0	109.5	177%	109.5	177%	0.0	0%
FSL	52.0	121.6	234%	121.6	234%	0.0	0%
<b>TOTAL</b>	<b>1,459.0</b>	<b>1,654.3</b>	<b>113%</b>	<b>1,635.0</b>	<b>112%</b>	<b>(19.3)</b>	<b>-1%</b>



## IV. Financial Analysis

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## Assumptions

### General

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- Business plan is based on the following main assumptions:

#### Operations

- 20 offhire days for drydocking
- Rates applied to reflect type of vessel, adjusted for contract terms
- Charter-out options exercised if below market rate
- No Opex inflation
- No working capital movements

#### Investments

- Dry docking taken from technical management schedule
- No asset sales
- Capex as per financing commitments
- Charter-in come off upon expiry
- Purchase obligations resold at loss/gain equal to current differential between market value and financial obligation

#### Financing

- No variation in current base rate
- Margins as per specific facilities (following pages)
- Amortization as per specific facilities
- No interest rate swap
- Refinancing of Royal providing \$27.5m net liquidity post HSH repayment and before any repayment to yard (\$10m)
- Extension of Namrun on same terms upon Nov-13 maturity; likely to be sold within 2-3 years

#### Restructuring

- No mechanism for bareboat catch-up
- Bareboat purchase options not exercised
- No restructuring fees
- All bank deferrals assumed to take on new profile or bullet repayment (no assumption on bareboat deferrals)

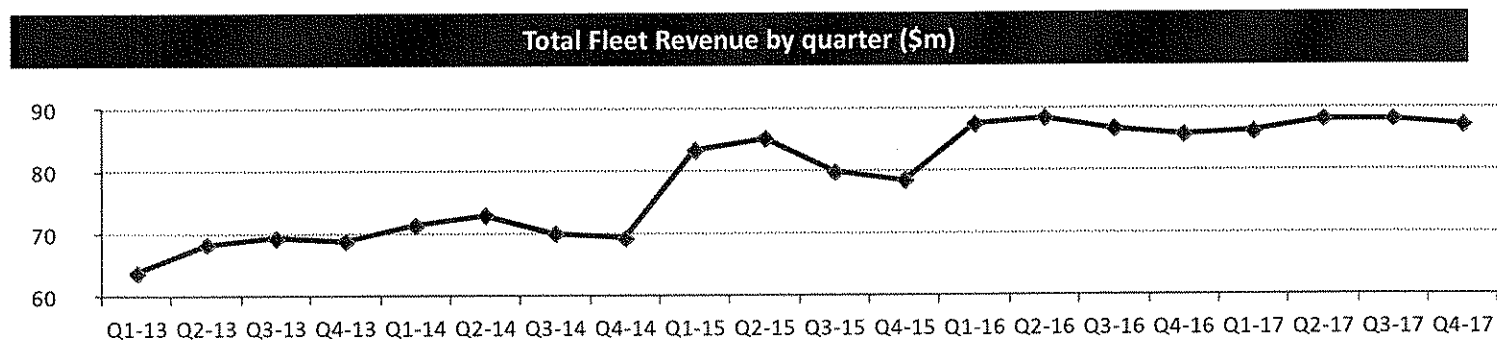
## Assumptions

### Rates

- The Company's market projections imply CAGR increases of 8-11% for the majority of the fleet:

\$/day	2013	2014	2015	2016	2017	CAGR (12-17)
Aframax Tanker	14,000	14,000	17,500	19,000	21,000	8%
Suezmax Tanker	15,000	15,000	22,000	24,000	24,000	8%
Panamax Tanker	13,500	13,500	14,500	17,500	17,500	5%
MR Pro/Chem Tanker	13,000	13,000	15,000	15,000	15,000	3%
Ice Class Pro/Chem Tanker	12,500	12,500	14,000	14,000	14,000	3%
Capesize Bulk Carrier	15,000	17,500	20,000	22,000	22,000	11%
Kamsarmax Bulk Carrier	12,500	15,000	15,000	20,000	20,000	15%
Supramax Bulk Carrier	10,000	11,000	15,000	17,500	17,500	17%
Mini Bulk Carrier	5,000	6,000	7,000	8,000	8,000	15%

- The actual revenue increase accruing to the fleet through the projection differs as a result of the exercise of charter options and the JV structure on certain vessels (mainly Shell). Revenue CAGR through the period is 6.6%





## Financial Analysis

### Summary of Terms: Newco Alpha

NewCoAlpha #1	Terms
Senior Facilities	- NLB, Uni, DVB NLB, CB NLB BrLB, HSH1, HSH2, DVB NLB SAN, DVB NLB, DVB
Amount	- \$485.5m (\$504.7m outstanding pre-transaction)
Interest	- Base Rate: LIBOR - Margin: 300bps w/ potential step-up based on prevalent rates
Amortization	- 9-month grace period - Straight line profile based on first 15 years of vessel life - 5 year maturity
Covenants	- 95% LTV at close - 85% in Q4 14; 80% in Q4 15
Security	- Share pledges, mortgages, earnings
Other	- Removal of all deposit accounts

NewCoAlpha #2	Terms
Senior Facilities	- Lloyds
Amount	- \$104.1m (no change)
Interest	- Base Rate: LIBOR - Margin: No change (300bps)
Amortization	- Current profile - Elimination of cash sweep
Covenants	- No change
Security	- Share pledges, mortgages, earnings
Other	- n/a

NewCoAlpha #3	Terms
Senior Facilities	- Natixis
Amount	- \$37.4m (no change)
Interest	- Base Rate: LIBOR - Margin Scope: 160bps - Margin Namrun: 120bbps - 300bps starting with refinancing of Namrun
Amortization	- Current profile
Covenants	- No change
Security	- Share pledges, mortgages, earnings
Other	- n/a

## Financial Analysis

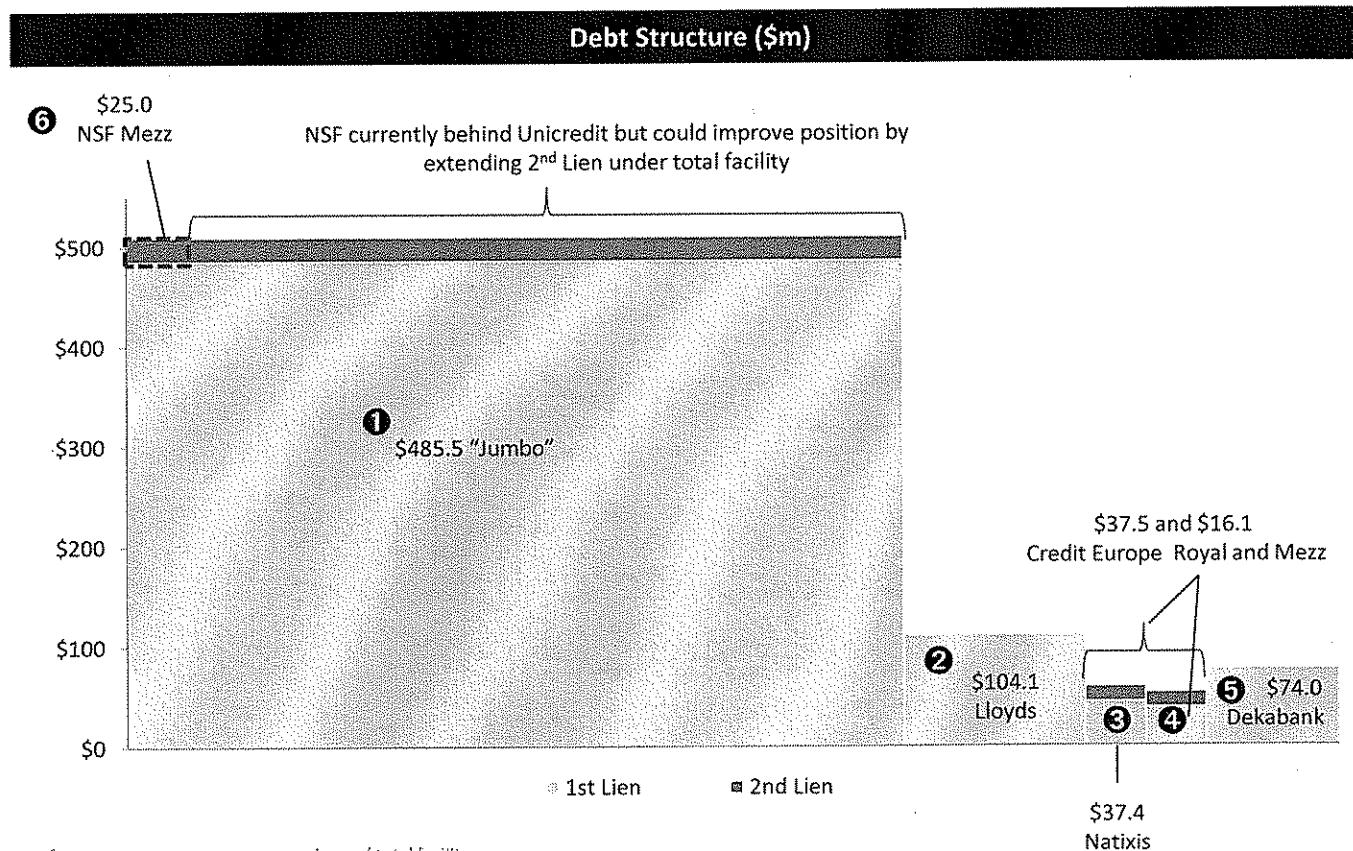
### Summary of Terms: Newco Alpha

NewCoAlpha #4	Terms	NewCoAlpha #5	Terms
Senior Facilities	- Credit Europe 1 <sup>st</sup> and 2 <sup>nd</sup> Lien on Royal, Namrun, Scope	Senior Facilities	- Dekabank
Amount	- \$53.6m (\$37.5m 1 <sup>st</sup> plus \$16.1m 2 <sup>nd</sup> )	Amount	- \$74.0 (no change)
Interest	- Base Rate: n/a - Interest Royal 1 <sup>st</sup> Lien : 800bps - Interest 2 <sup>nd</sup> Lien: 1,000bps	Interest	- Base Rate: LIBOR - Margin Tarsus: 245bps - Margin Spot: 185bps - Margin Clear: 245bps
Amortization	- Current profile	Amortization	- Amortisation on a cash/pay-as-you-can basis from vessel earnings
Covenants	- 2 year grace and 5 year profile	Covenants	- Suspended
Security	- Share pledges, mortgages, earnings	Security	- Share pledges, mortgages, earnings
Other	- n/a	Other	- Removal of all deposit accounts - Coordination agreement prohibiting recourse to the remainder of the group
NewCoAlpha #6	Terms		
Senior Facilities	- NSF 2 <sup>nd</sup> Lien (behind Unicredit)		
Amount	- \$25.5m (no change)		
Interest	- Base Rate: n/a - Fixed Margin: 1,150bps		
Amortization	- Current profile		
Covenants	- No change		
Security	- 2 <sup>nd</sup> Mortgages with possibility of additional 2 <sup>nd</sup> priority mortgages on entire facilities		
Other	- n/a		

## Financial Analysis

### Summary of Terms: Newco Alpha

► The below tables summarises the features of debt on Newco Alpha



## Financial Analysis

### Newco Alpha Quarterly Cashflow

	Q2-13	Q3-13	Q4-13	Q1-14	Q2-14	Q3-14	Q4-14	Q1-15	Q2-15	Q3-15	Q4-15
<b>OPERATING ACTIVITIES</b>											
Income	-	36.0	35.5	36.2	37.2	37.9	37.5	44.7	44.8	42.9	42.7
OPEX	-	(16.9)	(16.7)	(16.6)	(16.9)	(16.9)	(16.7)	(16.6)	(16.9)	(16.9)	(16.7)
Drydock	-	(0.4)	(1.0)	(0.5)	-	(0.9)	(0.8)	(0.9)	(1.8)	(0.9)	-
<b>EBITDA</b>	-	<b>18.7</b>	<b>17.8</b>	<b>19.1</b>	<b>20.3</b>	<b>20.0</b>	<b>19.9</b>	<b>27.2</b>	<b>26.1</b>	<b>25.1</b>	<b>26.0</b>
Working capital changes	-	-	-	-	-	-	-	-	-	-	-
<b>Net operational cashflow</b>	-	<b>18.7</b>	<b>17.8</b>	<b>19.1</b>	<b>20.3</b>	<b>20.0</b>	<b>19.9</b>	<b>27.2</b>	<b>26.1</b>	<b>25.1</b>	<b>26.0</b>
<b>FINANCING ACTIVITIES</b>											
Equity injections	-	74.4	-	-	-	-	-	-	-	-	-
Bank Interest (Senior)	-	(6.9)	(6.9)	(6.8)	(6.8)	(6.6)	(6.4)	(6.2)	(6.0)	(5.9)	(5.7)
Bank Principal Repayments <sup>(1)</sup>	-	-	(4.5)	(4.5)	(15.5)	(18.3)	(18.3)	(19.0)	(19.3)	(19.4)	(19.4)
NSF Interest (2nd lien)	-	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)
Pre-Del Drawdown	-	-	-	-	-	-	-	-	-	-	-
Bareboat Drawdowns	-	-	-	-	-	-	-	-	-	-	-
Pre-Del Repayments	-	-	-	-	-	-	-	-	-	-	-
<b>Net Financing Cashflow</b>	-	<b>66.7</b>	<b>(12.2)</b>	<b>(12.1)</b>	<b>(23.0)</b>	<b>(25.6)</b>	<b>(25.4)</b>	<b>(26.0)</b>	<b>(26.1)</b>	<b>(26.0)</b>	<b>(25.9)</b>
<b>INVESTMENT ACTIVITIES</b>											
Capex	-	-	-	-	-	-	-	-	-	-	-
Asset Purchases <sup>(2)</sup>	-	(64.4)	-	-	-	-	-	-	-	-	-
<b>Net Investment</b>	-	<b>(64.4)</b>	-	-	-	-	-	-	-	-	-
<b>Net cashflow for period</b>	-	<b>21.0</b>	<b>5.6</b>	<b>7.1</b>	<b>(2.7)</b>	<b>(5.6)</b>	<b>(5.5)</b>	<b>1.2</b>	<b>0.0</b>	<b>(1.0)</b>	<b>0.1</b>
<b>Cumulative net cash balance</b>	-	<b>20.8</b>	<b>26.4</b>	<b>33.5</b>	<b>30.7</b>	<b>25.1</b>	<b>19.6</b>	<b>20.8</b>	<b>20.8</b>	<b>19.9</b>	<b>20.0</b>
<b>RATIOS (Beginning of Period)</b>											
Senior Debt Balance	-	(754.5)	(754.5)	(750.0)	(745.5)	(730.0)	(711.7)	(693.4)	(674.4)	(655.1)	(635.6)
NSF 2nd lien Balance	-	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)
Leverage: (Debt/EBITDA)	0.00x	10.44x	10.96x	10.13x	9.49x	9.44x	9.26x	6.60x	6.70x	6.79x	6.36x
Hamburg Jumbo Facility LTV		95%	96%	97%	98%	97%	96%	95%	94%	93%	92%
Hamburg Jumbo Value (depreciated)	-	511.0	504.7	498.5	492.2	485.9	479.6	473.4	467.1	460.8	454.5
Vessels	29	29	29	29	29	29	29	29	29	29	29

<sup>(1)</sup> 9 months principal deferral on the Jumbo facility would be necessary to establish minimum liquidity requirements. Shortfall in absence of this shown above.

<sup>(2)</sup> Asset purchases net of new financing

<sup>(3)</sup> Equity cure for 85% covenant in Q4 14 and 80% for Q4 16

<sup>(4)</sup> Value based on depreciation of current market value; depreciation based on remaining life and scrap value (DWT/6\*\$400)

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## Financial Analysis

### Summary of Terms: Newco Beta

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► The below tables summarises the features of debt on Newco Beta

NewCo Beta:	Terms
Senior Facilities	- CCB, CDB
Amount	- \$154.3m (no change)
Interest	- No change to existing agreements
Amortization	- No change to existing agreements
Covenants	- No change to existing agreements
Security	- No change to existing agreements
Other	- n/a



## Financial Analysis

### Newco Beta Quarterly Cashflow

	Q2-13	Q3-13	Q4-13	Q1-14	Q2-14	Q3-14	Q4-14	Q1-15	Q2-15	Q3-15	Q4-15
<b>OPERATING ACTIVITIES</b>											
Income	-	9.3	9.2	9.4	8.8	6.4	6.4	7.2	7.4	7.4	7.3
OPEX	-	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)	(2.2)
Drydock	-	-	-	(0.9)	(0.9)	-	-	-	-	-	-
<b>EBITDA</b>	-	<b>7.1</b>	<b>7.0</b>	<b>6.4</b>	<b>5.8</b>	<b>4.2</b>	<b>4.2</b>	<b>5.0</b>	<b>5.2</b>	<b>5.2</b>	<b>5.1</b>
Working capital changes	-	-	-	-	-	-	-	-	-	-	-
<b>Net operational cashflow</b>	-	<b>7.1</b>	<b>7.0</b>	<b>6.4</b>	<b>5.8</b>	<b>4.2</b>	<b>4.2</b>	<b>5.0</b>	<b>5.2</b>	<b>5.2</b>	<b>5.1</b>
<b>FINANCING ACTIVITIES</b>											
Equity injections	-	-	-	-	-	-	-	-	-	-	-
Bank Interest	-	(1.3)	(1.3)	(1.2)	(1.2)	(1.1)	(1.1)	(1.0)	(1.0)	(1.0)	(0.9)
Bank Principal Repayments	-	(6.1)	(6.1)	(6.1)	(6.4)	(6.4)	(6.4)	(6.4)	(6.4)	(3.4)	(3.4)
Bareboat Payments	-	-	-	-	-	-	-	-	-	-	-
Pre-Del Drawdown	-	-	-	-	-	-	-	-	-	-	-
Bareboat Drawdowns	-	-	-	-	-	-	-	-	-	-	-
Pre-Del Repayments	-	-	-	-	-	-	-	-	-	-	-
<b>Net Financing Cashflow</b>	-	<b>(7.4)</b>	<b>(7.4)</b>	<b>(7.3)</b>	<b>(7.6)</b>	<b>(7.6)</b>	<b>(7.5)</b>	<b>(7.4)</b>	<b>(7.4)</b>	<b>(4.4)</b>	<b>(4.4)</b>
<b>INVESTMENT ACTIVITIES</b>											
Capex	-	-	-	-	-	-	-	-	-	-	-
Asset Purchases	-	-	-	-	-	-	-	-	-	-	-
<b>Net Investment</b>	-	-	-	-	-	-	-	-	-	-	-
<b>Net cashflow for period</b>	-	<b>(0.4)</b>	<b>(0.4)</b>	<b>(0.9)</b>	<b>(1.8)</b>	<b>(3.3)</b>	<b>(3.3)</b>	<b>(2.4)</b>	<b>(2.3)</b>	<b>0.8</b>	<b>0.7</b>
<b>Cumulative net cash balance</b>	-	<b>(0.4)</b>	<b>(0.8)</b>	<b>(1.7)</b>	<b>(3.5)</b>	<b>(6.8)</b>	<b>(10.2)</b>	<b>(12.6)</b>	<b>(14.8)</b>	<b>(14.1)</b>	<b>(13.3)</b>
<b>RATIOS (Beginning of Period)</b>											
Debt Balance	-	(161.3)	(155.2)	(149.0)	(142.9)	(136.5)	(130.0)	(123.6)	(117.2)	(110.8)	(107.3)
Bareboat balance	-	-	-	-	-	-	-	-	-	-	-
Leverage: (Debt/EBITDA)	0.00x	5.69x	5.54x	5.82x	6.20x	8.06x	7.77x	6.13x	5.69x	5.37x	5.27x
Loan to value	0%	118%	115%	111%	108%	104%	100%	96%	92%	88%	86%
Value (depreciated)	138.0	136.7	135.4	134.1	132.8	131.4	130.1	128.8	127.5	126.2	124.9
Vessels	4	4	4	4	4	4	4	4	4	4	4

<sup>(1)</sup> Value based on depreciation of current market value; depreciation based on remaining life and scrap value (DWT/6\*\$400)

## Financial Analysis

### Geden Oldco Quarterly Cashflow

	Q1-13	Q2-13	Q3-13	Q4-13	Q1-14	Q2-14	Q3-14	Q4-14	Q1-15	Q2-15	Q3-15	Q4-15
<b>OPERATING ACTIVITIES</b>												
Income	64.9	59.0	24.3	24.3	25.5	26.3	25.9	25.6	31.6	32.3	29.0	28.8
OPEX	(29.8)	(28.9)	(12.5)	(12.4)	(12.3)	(12.5)	(12.5)	(12.4)	(12.3)	(12.5)	(11.4)	(11.0)
Drydock	(0.4)	(0.8)	-	-	(0.5)	-	-	-	-	(0.7)	(1.3)	-
<b>EBITDA</b>	<b>34.7</b>	<b>29.3</b>	<b>11.8</b>	<b>11.9</b>	<b>12.7</b>	<b>13.7</b>	<b>13.3</b>	<b>13.2</b>	<b>19.3</b>	<b>19.1</b>	<b>16.3</b>	<b>17.7</b>
Working capital changes <sup>(1)</sup>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net operational cashflow</b>	<b>34.7</b>	<b>29.3</b>	<b>11.8</b>	<b>11.9</b>	<b>12.7</b>	<b>13.7</b>	<b>13.3</b>	<b>13.2</b>	<b>19.3</b>	<b>19.1</b>	<b>16.3</b>	<b>17.7</b>
<b>FINANCING ACTIVITIES</b>												
Equity injections	-	-	-	-	-	-	-	-	-	-	-	-
Bank Interest	(10.6)	(9.8)	-	-	-	-	-	-	-	-	-	-
Bank Principal Repayments	(23.8)	(29.9)	(39.5)	-	-	-	-	-	-	-	-	-
Bareboat Payments	(17.8)	(19.8)	(20.8)	(20.8)	(20.4)	(20.6)	(20.7)	(20.7)	(20.3)	(20.5)	(18.6)	(18.6)
Pre-Del Drawdown	45.0	8.5	-	-	-	-	-	-	-	-	-	-
Bareboat Drawdowns	119.3	25.3	25.3	-	-	-	-	-	-	-	-	-
Pre-Del Repayments	(57.9)	(12.2)	(13.2)	-	-	-	-	-	-	-	-	-
<b>Net Financing Cashflow</b>	<b>54.0</b>	<b>(38.0)</b>	<b>(48.2)</b>	<b>(20.8)</b>	<b>(20.4)</b>	<b>(20.6)</b>	<b>(20.7)</b>	<b>(20.7)</b>	<b>(20.3)</b>	<b>(20.5)</b>	<b>(18.6)</b>	<b>(18.6)</b>
<b>INVESTMENT ACTIVITIES</b>												
Capex	(82.7)	(42.3)	-	-	-	-	-	-	-	-	<sup>(2)</sup>	-
Asset Sale net proceeds	-	5.5	44.6	-	-	-	-	-	-	-	(23.9)	-
<b>Net Investment</b>	<b>(82.7)</b>	<b>(36.8)</b>	<b>44.6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(23.9)</b>	<b>-</b>
<b>Net cashflow for period</b>	<b>6.0</b>	<b>(45.5)</b>	<b>8.2</b>	<b>(8.9)</b>	<b>(7.7)</b>	<b>(6.9)</b>	<b>(7.4)</b>	<b>(7.6)</b>	<b>(0.9)</b>	<b>(1.4)</b>	<b>(26.2)</b>	<b>(0.8)</b>
<b>Cumulative net cash balance</b>	<b>41.0</b>	<b>(4.5)</b>	<b>3.7</b>	<b>(5.3)</b>	<b>(12.9)</b>	<b>(19.8)</b>	<b>(27.2)</b>	<b>(34.8)</b>	<b>(35.7)</b>	<b>(37.1)</b>	<b>(63.4)</b>	<b>(64.2)</b>
<b>RATIOS (Beginning of Period)</b>												
Debt Balance	(1,109.5)	(1,064.2)	-	-	-	-	-	-	-	-	-	-
Bareboat balance	(471.3)	(453.4)	(433.7)	(412.8)	(392.0)	(371.7)	(351.1)	(330.3)	(309.6)	(289.3)	(268.8)	(250.3)
Vessels	56	55	22	22	22	22	22	22	22	22	20	20

<sup>(1)</sup> Working Capital change reflects paydown of corporate facility with cash from sale transaction; \$10m outstanding to Rongsheng is left unpaid

<sup>(2)</sup> Purchase obligations on sale leasebacks assumed to generate cash loss equivalent to deficiency between current outstanding obligation and market value



## V. Conclusions

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DEKABANK copy, <sup>39</sup> March 6 2013

AlixPartners

## Current Proposal

### Strategy and Objectives

- The solution provides, directly or indirectly, for the primary objectives held by the different stakeholders.

Objective	Comments
1. Compensate stakeholders adequately for their risk-weighted capital exposure and concessions	<ul style="list-style-type: none"> <li>Assets with similar risk profile pooled together provides for better aligned incentives</li> <li>Lenders provided with adequate equity cushion, margins, and covenants</li> <li>Provides for recategorization of exposure from "Geden Holdings Ltd" to Newco where equity is "in-the-money" and shareholders are better incentivized to provide ongoing support</li> </ul>
2. Constrain formal or informal cross subsidization between stakeholders related to different underlying assets	<ul style="list-style-type: none"> <li>While it reduces the portfolio effect of a broader fleet, combining similar assets together limits risk of cross subsidies going from high to low collateral vessels</li> <li>Pooling through creation of unique syndicate facility would facilitate granting of a second priority mortgage through the fleet as well as increase liquidity of bank assets, enabling lenders to sell out of assets without disrupting operations</li> </ul>
3. Ring-fence potential sources of disruption, holdout, or nuisance (such as arrests or sister-ship arrests)	<ul style="list-style-type: none"> <li>Common set of incentives and exposure to recovery protects lenders from disruptive behaviour onset by other stakeholders with a markedly different position</li> <li>Sister-ship arrest risk minimized given shareholding structure in Newco</li> </ul>
4. Maximize options for stakeholders and potential for self-selection	<ul style="list-style-type: none"> <li>Rebasing of assets can provide mechanism for transfer from one Newco profile to another (ie. Group C and D into A)</li> <li>Opting out of the scheme can be achieved via mutually agreed terms for redelivery of vessel to relevant lender</li> </ul>

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# Contents

- A. Facility Description
- B. Financials: Existing
- C. Market Overview



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## Appendix

Facility Description

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Facility	HSH1	HSH2	Natixis1	Natixis2	Icon1	Icon2	Octavian1	Octavian2
Debt / Bareboat	Debt	Debt	Debt	Debt	Bareboat	Bareboat	Bareboat	Bareboat
Vessels	Hero	Citron / Citrus	Scope	Namrun	Center	Fantasic / Amazing	Enjoy	Marka
Lender group	HSH	HSH	Natixis	Natixis	Icon [DVB]	Icon [DVB NLB]	Octavian [DVB]	Octavian [NLB]

## Appendix: Transaction Analysis

### Newco Beta Sources and Uses

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Sources		Uses	
Existing debt rollover	154.3	Purchase at outstanding debt level	154.3
<b>Total Sources</b>	<b>\$154.3</b>	<b>Total Uses</b>	<b>\$154.3</b>

Additional liquidity to maintain operational cash balance not shown; Estimated at \$20m and could be financed via equity of deferrals

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DEKABANK copy, March 6 2013

## Appendix: Transaction Analysis

### Residual Oldco Sources and Uses

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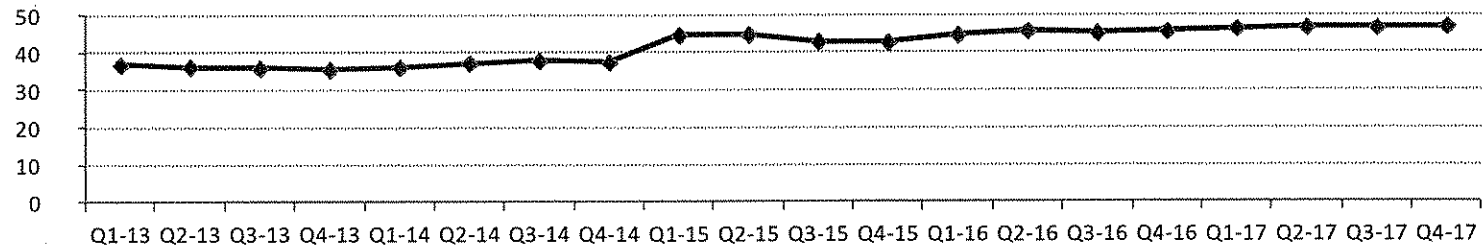
Sources		Uses	
Alpha Sale Receipts	828.6	Alpha Vessels Debt Repayment	780.0
Beta Sale Receipts	154.3	Beta Vessels Debt Repayment	154.3
Baytur Sale Receipts	13.6	Baytur Debt Repayment	8.4
Group C Sale Receipts	258.8	Group C Repayment	258.8
		Change in Working Capital (Repayment of A/P) & corp. facility	53.8
<b>Total Sources</b>	<b>\$1,255.3</b>	<b>Total Uses</b>	<b>\$1,255.3</b>

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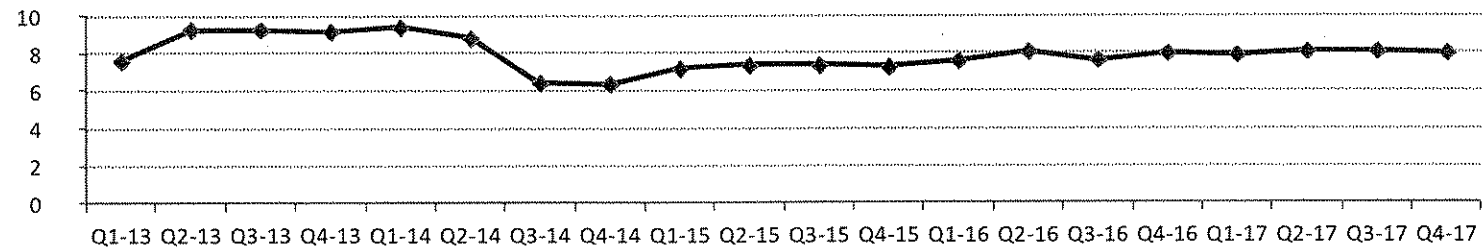
## Assumptions

### Revenue

Newco Alpha Revenue by quarter (\$m)



Newco Beta Revenue by quarter (\$m)

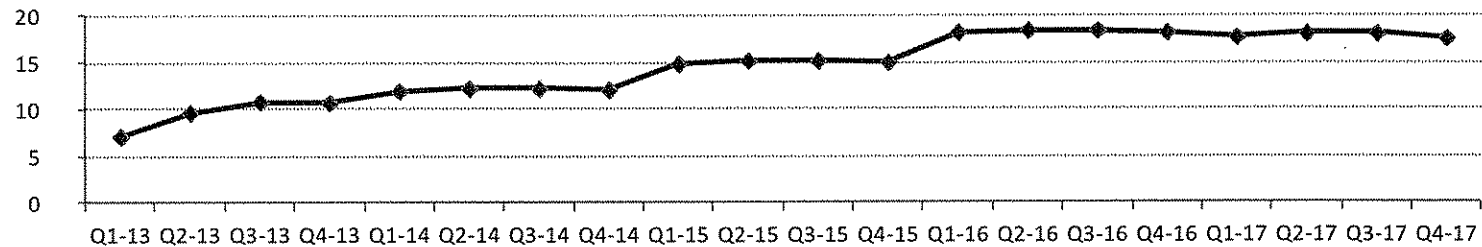


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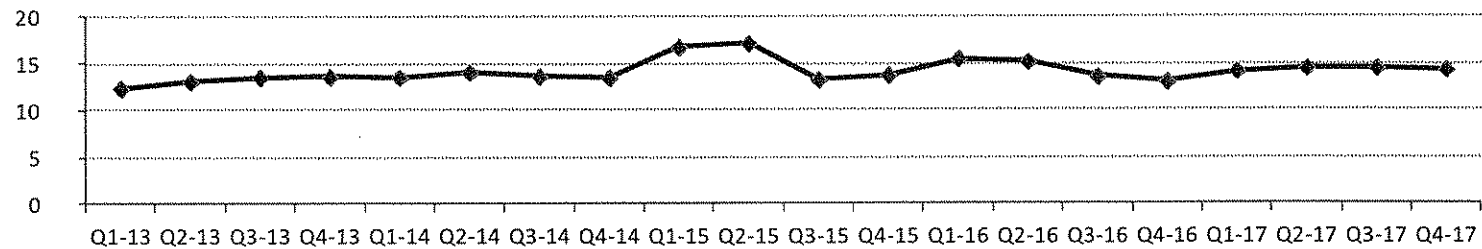
## Assumptions

### Revenue

Group C Revenue by quarter (\$m)



Group D Revenue by quarter (\$m)





## Appendix: Additional Financial Analysis

### Newco Alpha Five Year Cashflow

	2013	2014	2015	2016	2017
<b>OPERATING ACTIVITIES</b>					
Income	71.5	148.8	175.2	181.3	186.7
OPEX	(33.7)	(67.2)	(67.2)	(67.3)	(67.2)
Drydock	(1.4)	(2.3)	(3.6)	(6.3)	(2.3)
<b>EBITDA</b>	<b>36.5</b>	<b>79.3</b>	<b>104.4</b>	<b>107.7</b>	<b>117.2</b>
Working capital changes	-	-	-	-	-
<b>Net operational cashflow</b>	<b>36.5</b>	<b>79.3</b>	<b>104.4</b>	<b>107.7</b>	<b>117.2</b>
<b>FINANCING ACTIVITIES</b>					
Equity injections	74.4	-	-	-	-
Bank Interest (Senior)	(13.8)	(26.7)	(23.8)	(20.8)	(17.6)
Bank Principal					
Repayments	(4.7)	(56.6)	(77.2)	(79.1)	(78.2)
NSF Interest (2nd lien)	(1.5)	(2.9)	(2.9)	(2.9)	(2.9)
Pre-Del Drawdown	-	-	-	-	-
Bareboat Drawdowns	-	-	-	-	-
Pre-Del Repayments	-	-	-	-	-
<b>Net Financing Cashflow</b>	<b>54.4</b>	<b>(86.2)</b>	<b>(104.0)</b>	<b>(102.7)</b>	<b>(98.8)</b>
<b>INVESTMENT ACTIVITIES</b>					
Capex	-	-	-	-	-
Asset Purchases	(64.4)	-	-	-	-
<b>Net Investment</b>	<b>(64.4)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net cashflow for period</b>	<b>26.4</b>	<b>(6.8)</b>	<b>0.4</b>	<b>4.9</b>	<b>18.4</b>
<b>Cumulative net cash balance</b>	<b>26.4</b>	<b>19.6</b>	<b>20.0</b>	<b>24.9</b>	<b>43.3</b>
<b>RATIOS (Beg. of Period)</b>					
Senior Debt Balance	(754.5)	(749.8)	(693.2)	(616.0)	(536.9)
NSF 2nd lien Balance	(25.5)	(25.5)	(25.5)	(25.5)	(25.5)
Leverage: (Debt/EBITDA)	21.40x	9.77x	6.88x	5.96x	4.80x
Hamburg Jumbo Facility LTV	95%	97%	95%	91%	86%
Value (depreciated)	511.0	498.5	473.4	448.3	423.2
Vessels	29	29	29	29	29

## Appendix: Additional Financial Analysis

### Newco Beta Five Year Cashflow

	2013	2014	2015	2016	2017
<b>OPERATING ACTIVITIES</b>					
Income	18.5	31.0	29.2	31.3	32.1
OPEX	(4.4)	(8.8)	(8.8)	(8.8)	(8.8)
Drydock	-	(1.7)	-	(1.3)	-
<b>EBITDA</b>	<b>14.1</b>	<b>20.6</b>	<b>20.4</b>	<b>21.3</b>	<b>23.4</b>
Working capital changes	-	-	-	-	-
<b>Net operational cashflow</b>	<b>14.1</b>	<b>20.6</b>	<b>20.4</b>	<b>21.3</b>	<b>23.4</b>
<b>FINANCING ACTIVITIES</b>					
Equity injections	-	-	-	-	-
Bank Interest	(2.6)	(4.6)	(3.9)	(3.3)	(2.7)
Bank Principal	-	-	-	-	-
Repayments	(12.3)	(25.4)	(19.7)	(20.2)	(20.2)
Bareboat Payments	-	-	-	-	-
Pre-Del Drawdown	-	-	-	-	-
Bareboat Drawdowns	-	-	-	-	-
Pre-Del Repayments	-	-	-	-	-
<b>Net Financing Cashflow</b>	<b>(14.8)</b>	<b>(30.0)</b>	<b>(23.6)</b>	<b>(23.5)</b>	<b>(22.8)</b>
<b>INVESTMENT ACTIVITIES</b>					
Capex	-	-	-	-	-
Asset Purchases	-	-	-	-	-
<b>Net Investment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net cashflow for period</b>	<b>(0.8)</b>	<b>(9.4)</b>	<b>(3.2)</b>	<b>(2.2)</b>	<b>0.5</b>
<b>Cumulative net cash balance</b>	<b>(0.8)</b>	<b>(10.2)</b>	<b>(13.3)</b>	<b>(15.6)</b>	<b>(15.0)</b>
<b>RATIOS (Beg. of Period)</b>					
Debt Balance	(161.3)	(149.0)	(123.6)	(103.9)	(83.8)
Bareboat balance	-	-	-	-	-
Leverage: (Debt/EBITDA)	11.45x	7.24x	6.05x	4.89x	3.59x
Loan to value	117%	112%	97%	85%	72%
Value (depreciated)	138.0	132.8	127.5	122.3	117.0
Vessels	4	4	4	4	4

## Appendix: Additional Financial Analysis

### Residual Oldco Five Year Cashflow

	2013	2014	2015	2016	2017
<b>OPERATING ACTIVITIES</b>					
Income	172.5	103.2	121.6	121.3	105.5
OPEX	(83.7)	(49.7)	(47.2)	(39.6)	(33.6)
Drydock	(1.2)	(0.5)	(2.0)	(1.9)	(2.3)
<b>EBITDA</b>	<b>87.7</b>	<b>52.9</b>	<b>72.4</b>	<b>79.7</b>	<b>69.6</b>
Working capital changes	-	-	-	-	-
<b>Net operational cashflow</b>	<b>87.7</b>	<b>52.9</b>	<b>72.4</b>	<b>79.7</b>	<b>69.6</b>
<b>FINANCING ACTIVITIES</b>					
Equity injections	-	-	-	-	-
Bank Interest	(20.5)	-	-	-	-
Bank Principal Repayments	(93.2)	-	-	-	-
Bareboat Payments	(79.2)	(82.4)	(77.9)	(64.0)	(49.6)
Pre-Del Drawdown	53.4	-	-	-	-
Bareboat Drawdowns	169.8	-	-	-	-
Pre-Del Repayments	(83.3)	-	-	-	-
<b>Net Financing Cashflow</b>	<b>(53.0)</b>	<b>(82.4)</b>	<b>(77.9)</b>	<b>(64.0)</b>	<b>(49.6)</b>
<b>INVESTMENT ACTIVITIES</b>					
Capex	(125.0)	-	-	-	-
Asset Sale net proceeds	50.1	-	(23.9)	(37.2)	(24.1)
<b>Net Investment</b>	<b>(75.0)</b>	<b>-</b>	<b>(23.9)</b>	<b>(37.2)</b>	<b>(24.1)</b>
<b>Net cashflow for period</b>	<b>(40.3)</b>	<b>(29.5)</b>	<b>(29.4)</b>	<b>(21.5)</b>	<b>(4.2)</b>
<b>Cumulative net cash balance</b>	<b>(5.3)</b>	<b>(34.8)</b>	<b>(64.2)</b>	<b>(85.7)</b>	<b>(89.9)</b>
<b>RATIOS (Beg. of Period)</b>					
Debt Balance	(1,109.5)	-	-	-	-
Bareboat balance	(471.3)	(392.0)	(309.6)	(231.7)	(167.7)
Vessels	56	22	20	17	14

## Appendix

### Bank Exposure: Hamburg reduced to 90% LTV

- Equity required if LTV improved to 90% is \$90.0m (\$25.6m more than at an LTV of 95%)

	Estimated Value	Current debt	LTV Before	New Debt	LTV After	Change in debt	Change in LTV
Unicredit	99.0	94.9	96%	89.1	90%	(5.8)	-6%
NLB	170.1	168.8	99%	153.1	90%	(15.7)	-9%
DVB	106.3	103.4	97%	95.6	90%	(7.8)	-7%
Commerzbank	14.8	14.6	99%	13.3	90%	(1.3)	-9%
BrLB	13.1	13.0	99%	11.8	90%	(1.1)	-9%
Santander	23.8	22.5	95%	21.2	89%	(1.4)	-6%
HSH	92.0	94.6	103%	82.8	90%	(11.8)	-13%
GB Global	219.0	220.3	101%	220.3	101%	0.0	0%
CDB	72.0	88.1	122%	88.1	122%	0.0	0%
CCB	66.0	66.2	100%	66.2	100%	0.0	0%
Credit Europe	50.0	53.6	107%	53.6	107%	0.0	0%
Lloyds	137.0	104.1	76%	104.1	76%	0.0	0%
NSF	46.0	64.0	139%	64.0	139%	0.0	0%
Natixis	35.0	30.4	87%	30.4	87%	0.0	0%
Octavian	62.0	83.2	134%	83.2	134%	0.0	0%
Deka	54.0	74.0	137%	74.0	137%	0.0	0%
Icon	85.0	127.6	150%	127.6	150%	0.0	0%
Stealth	62.0	109.5	177%	109.5	177%	0.0	0%
FSL	52.0	121.6	234%	121.6	234%	0.0	0%
<b>TOTAL</b>	<b>1,459.0</b>	<b>1,654.3</b>	<b>113%</b>	<b>1,609.4</b>	<b>110%</b>	<b>(44.8)</b>	<b>-3%</b>

DRAFT & PRELIMINARY

## Appendix

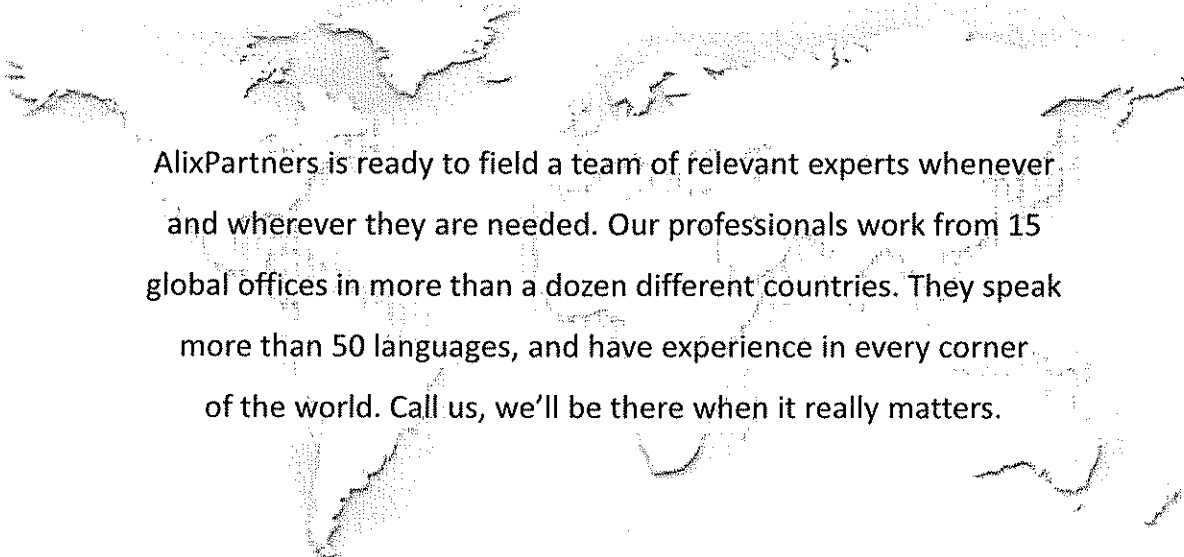
### Potential loss on bareboat purchase obligations

- There exist a number of obligations to purchase at future dates under the following bareboat agreements. The cashflows reflect the following losses occurring via purchase and resale at the obligation date. It assumes no changes to market values but applies depreciation to current estimated values over the time until the purchase and resale date. If the vessels were retained rather than crystallize the loss, then there would be a greater cash outflow for refinancing plus further ongoing loss on vessels were these occur.

	Purchase obligation (\$m)	Estimated value today (\$m)	Loss on resale	Depreciated value (\$m)	Loss on resale	Purchase Ob. Date	Years	Monthly depreciation
Avor	51.5	31	-20.5	27.6	-23.9	Aug-15	2.6	0.11
Enjoy	38.5	30	-8.5	25.5	-13.0	Apr-16	3.2	0.11
Centre	64.5	47	-17.5	40.2	-24.3	Jun-16	3.4	0.17
Marka	37	32	-5	26.0	-11.0	Apr-17	4.2	0.12
Fantastic	21.5	19	-2.5	14.9	-6.6	Oct-17	4.8	0.07
Amazing	21.5	19	-2.5	14.9	-6.6	Oct-17	4.8	0.07
<b>TOTAL</b>	<b>234.5</b>	<b>178</b>	<b>-56.5</b>	<b>149.2</b>	<b>-85.3</b>			



## Global Locations



AlixPartners is ready to field a team of relevant experts whenever and wherever they are needed. Our professionals work from 15 global offices in more than a dozen different countries. They speak more than 50 languages, and have experience in every corner of the world. Call us, we'll be there when it really matters.

<b>Chicago</b> 300 N. LaSalle Street Suite 1900 Chicago, IL 60654 312.346.2500	<b>Dallas</b> 2101 Cedar Springs Road Suite 1100 Dallas, TX 75201 214.647.7500	<b>Detroit</b> 2000 Town Center Suite 2400 Southfield, MI 48075 248.358.4420	<b>Dubai</b> Gate Village 10, Level 03 P.O. Box 125115 Dubai Intl Financial Centre Dubai, United Arab Emirates +971.4.401.9246	<b>Düsseldorf</b> Königsallee 59 a 40215 Düsseldorf Germany +49.211.97.55.10.00	<b>London</b> 20 North Audley Street London W1K 6WE United Kingdom +44.20.7098.7400	<b>Los Angeles</b> 515 S. Flower Street Suite 3050 Los Angeles, CA 90071 213.437.7100	<b>Milan</b> Corso Matteotti 9 20121 Milan Italy +39.02.360.12000
<b>Munich</b> Mauerkircherstr. 1 a 81679 München Germany +49.89.20.30.40.00	<b>New York</b> 40 West 57th Street New York, NY 10019 212.490.2500	<b>Paris</b> 49/51 Avenue George V 75008 Paris France +33.1.76.74.72.00	<b>San Francisco</b> 4 Embarcadero Center 31st Floor, Suite 3110 San Francisco, CA 94111 415.848.0283	<b>Shanghai</b> Suite 6111 Plaza 66 Building I 1266 Nan Jing West Road Shanghai, 200040 China +8621.6171.7555	<b>Tokyo</b> Marunouchi Building 33F 2-4-1 Marunouchi Chiyoda-ku Tokyo 100-6333 Japan +81.3.5533.4800	<b>Washington, DC</b> 1602 L Street, NW Suite 300 Washington, DC 20036 202.756.9000	

# EXHIBIT 10

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION**

**PSARA ENERGY, LTD.**

**Plaintiff**

**SPACE SHIPPING, LTD.; GEDEN HOLDINGS: :  
LTD.; ADVANTAGE ARROW SHIPPING, :  
LLC; GENEL DENIZCILIK NAKLIYATI A.S. :  
A/K/A GEDEN LINES; ADVANTAGE :  
TANKERS, LLC; ADVANTAGE HOLDINGS, :  
LLC; FORWARD HOLDINGS, LLC; :  
MEHMET EMIN KARAMEHMET; :  
GULSUN NAZLI KARAMEHMET - :  
WILLIAMS; and TUĞRUL TOKGÖZ :**

## Defendants

# ADMIRALTY

## **ATTORNEY DECLARATION**

Pursuant to 28 U.S.C. § 1746, this declaration is executed by George A. Gaitas, counsel for Plaintiff, PSARA ENREGY, LTD., in order to secure the issuance of a Summons and Process of Maritime Attachment and Garnishment in the above-captioned Admiralty Cause. I, George A. Gaitas, declare under the penalty of perjury:

I am a Member of the firm of GAITAS, KENNEDY & CHALOS, P.C., attorneys for Plaintiff in the above referenced matter.

I am familiar with the circumstances of the Original Verified Complaint, and I submit this declaration in support of Plaintiff's request for the issuance of Process of Maritime Attachment and Garnishment of the property of the Defendants, SPACE SHIPPING LTD.; GEDEN HOLDINGS, LTD.; ADVANTAGE ARROW SHIPPING, LLC; GENEL DENIZCILIK NAKLIYATI A.S. A/K/A GEDEN LINES; ADVANTAGE TANKERS, LLC; ADVANTAGE HOLDINGS, LLC; FORWARD HOLDINGS, LLC; MEHMET EMIN KARAMEHMET;

GULSUN NAZLI KARAMEHMET WILLIAMS; TUGRUL TOKGOZ, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

I have personally inquired or have directed inquiries into the presence of the Defendants in this District.

I have directed attorneys in my firm to check with the office of the Texas Secretary of State, using the Secretary of State's database, to determine whether the Defendants can be located within this District. SPACE SHIPPING LTD.; ADVANTAGE ARROW SHIPPING, LLC; GENEL DENIZCILIK NAKLIYATI A.S. A/K/A GEDEN LINES; ADVANTAGE TANKERS, LLC; ADVANTAGE HOLDINGS, LLC; FORWARD HOLDINGS, LLC; MEHMET EMIN KARAMEHMET; GULSUN NAZLI KARAMEHMET WILLIAMS; TUGRUL TOKGOZ is not registered with the Texas Secretary of State. Accordingly, I have determined that, as of April 20, 2018, none of these Defendants are incorporated or registered as foreign corporations pursuant to the laws of Texas, and have neither nominated nor appointed any agent for the service of process within this District.

GEDEN HOLDINGS, LTD. is registered with the Texas Secretary of State<sup>1</sup>, but cannot be found within this District. GEDEN HOLDINGS, LTD. is not subject to the jurisdiction of the Eastern District of Texas nor amenable to service of process within the Eastern District of Texas.

I have directed attorneys in my firm to engage a search of the Superpages telephone directory on the internet, and determined that there are no telephone listings or addresses for the Defendants within this District.

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<sup>1</sup> GEDEN HOLDINGS, LTD. has appointed an agent for service of process located in the Northern District of Texas.

I have directed attorneys in my firm to engage in a Google search as to whether the Defendants can be located within this District. The Google search results did not provide a listing for the named Defendants.

I am unaware of any general or managing agent(s) of the named Defendants within this District.

In that I have been able to determine that the Defendants have not appointed an agent for service of process within the Eastern District of Texas and that I have found no indication that the Defendant can be found within this District for the purposes of Rule B, I have formed a good faith belief based on the investigation of the attorneys under my direction that the Defendant does not have sufficient contacts or business activities within this District and does not have any offices or agents within this District to defeat maritime attachment under Rule B of the Supplemental Rules for Admiralty and Maritime Claims as set forth in the Federal Rules of Civil Procedure.

It is my belief, based upon an investigation performed by attorneys in my firm under my direction that the Defendant cannot be found within this District for the purposes of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

Dated: April 20, 2018  
Houston, Texas

Respectfully submitted,

Gaitas, Kennedy & Chalos, P.C.

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